

**Government of Odisha
Department of Tourism**



**Bid Document for Beach Cleaning
Services for Chandipur, Konark &
Gopalpur Beach**

26-12- 2018

**Paryatan Bhawan, Lewis Road, Bhubaneswar 751 014
Phone: (0674) 243 2177 | Fax: (0674) – 243 0887**

Disclaimer & Confidentiality

The information contained in this Bid/Bid document or subsequently provided to Applicant(s)/Bidder(s)/Bidders, whether verbally or in documentary or any other form by or on behalf of the Department of Tourism, Government of Odisha (DoT) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

This Bid document is not an agreement and is neither an offer nor invitation by DOT to the prospective Bidders. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in preparing their bid i.e. General Documents and Financial Bids (the Bid") pursuant to this document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by DOT in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DOT, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

DOT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DOT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way during the Bidding Process.

DOT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

DOT may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid document. DOT may also withdraw or cancel the Bid at any time without assigning any reasons thereof.

The issue of this Bid document does not imply that DOT is bound to select a Bidder/Bided or to appoint the Selected Bidder or Selected Bidder, as the case may be, for the Project and DOT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DOT or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DOT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION I
BID NOTICE, POST QUALIFICATION CRITERIA & GENERAL INFORMATION

Section I
Bid Notice, Post Qualification Criteria & General Information

Department of Tourism; Government of Odisha herein referred to as DoT/Odisha Tourism invites beach-wise separate sealed Bids in 3 packet system i.e. “Packet – A, B and C” for the works of “Comprehensive management of cleanliness of beaches at Chandipur, Konark & Gopalpur for a period of 10 years, as per the specifications, terms, conditions and bill of quantities as specified in the Bid documents attached.

| Earnest Money Deposit for each of the beach (EMD) | | Due date and time for submission of completed Bid | Cost of blank Bid documents | Contract period | Bid validity period |
|--|------------|--|------------------------------------|------------------------|----------------------------|
| Name of Beach | Amount | 25th January 2019 14:00 Hrs | 10,000/- + 18% GST for each beach | 10 years | 180 days |
| Chandipur | 1,000,00/- | | | | |
| Konark | 1,000,00/- | | | | |
| Gopalpur | 1,000,00/- | | | | |
| Date of opening technical & qualification bid (Packet-A) | | 25th January 2019 16:00 Hrs | | | |
| Date of opening Financial Bid (Packet-B) | | To be intimated later | | | |

1.1 Bid documents

The Bid documents have been uploaded on the website www.odishatourism.gov.in. The bidders are to download the bid and pay the bid document fee along with their bid application.

1.2 Submission of completed Bid document

All Bids must be submitted in three separate packets – the technical / qualifications criteria bid (Packet A) and the financial bid (Packet B) and Earnest Money Deposit in Packet C along with the other documents as specified under „Section-II : Instructions to Bidders – and under Section – V : Technical Specifications & Scope of work. Each of the three envelopes shall be sealed and enclosed in one large envelope, which should also be sealed. Further details of submission are specified in Section – II of the Bid.

The completed Bid documents, addressed to The Director, Department of Tourism; Government of Odisha should be submitted either through speed post/ courier/ registered post at the office address mentioned below, on any working day from 11.00 a.m. to 4.30 p.m. However, on the due date, the Bids shall only be accepted till 2.00 p.m. DoT shall not be responsible for any postal delay.

Office Address : **The Director,
Department of Tourism, Government of Odisha,
Paryatan Bhawan,
Lewis Road, Bhubaneswar – 751014,
Odisha, India.
Telephone No: (+91) 674 2432177
Fax No: (+91) 674 2430887**

The envelopes carrying the completed Bid documents shall have the name of the Bidder and his address. **“Comprehensive management of cleanness at Chandipur, Konark & Gopalpur Beaches”** shall be super scribed on every envelope.

1.3 Earnest Money Deposit (E.M.D.)

The Earnest Money Deposit in form of demand draft OR pay-order only (in Indian National Rupees only), drawn in favour of “**Director Tourism**” payable at **Bhubaneswar** and shall be submitted along with Packet „A□ separately in sealed Packet „C□

The EMD amounts should be submitted separately for individual beach that the Bidder is bidding for. The Bidder can choose to bid for any one or both the beaches cleaning works that are a part of this Bid. Bids not accompanied EMD packet i.e. Packet C shall be rejected.

1.4 **Qualifications criteria**

The Bidder shall fulfill the following qualification criteria “A to E”, as mentioned below, for each of the three beach cleaning works they bid for (The Bidder may choose to bid for any one or both or all the three of the beach cleaning works)

A. To be able to bid for any of the three specified beach cleaning works, the average annual turnover of the Bidder for the last three years i.e., 2015-16, 2016-17 and 2017-18 should not be less than the amounts as specified below for the respective works.

- For Chandipur Beach : Rs.100 lakhs
- For Chandrabhaga (Konark) Beach : Rs. 100 lakhs
- For Gopalpur Beach : Rs. 100 lakhs

To ascertain this, the Bidder shall furnish the audited financial statements for the last three years i.e. 2015-16, 2016-17 and 2017-18 duly certified by a Chartered Accountant

Bidder(s) quoting for more than one work will not be eligible to get more than one work unless they achieve sum of the total turnover required for each of the individual works. In case a bidder does not have the turnover capacity for more than one beach, he shall be eligible for applying for all the three beaches. However, the priority of financial bid opening shall be as mentioned above i.e. Chandipur, Konark and Gopalpur. His tender shall be considered as per the priority mentioned above.

In case of Joint Venture, the criteria A could be fulfilled solely by any one partner or together by all partners.

- B. The Bidder should have carried out the annual work executed cost as shown in last four financial years (years i.e. 2014-15, 2015-16, 2016-17 and 2017-18) in any one of the following areas.
- a) Mechanised cleaning of beaches
 - b) Mechanised power sweeping of roads
 - c) Outdoor cleaning, Collection and transportation of refuse/ solid waste management
 - For Chandipur Beach : Rs.25 lakhs
 - For Konark Beach : Rs.25 lakhs
 - For Gopalpur Beach : Rs.25 lakhs

The Bidder shall furnish sufficient documents and references to assist the Bid evaluation to cross-verify the claims for such works and their „success□. A copy of the work-order along with Performance Certificate, duly certified by the „client□ should be submitted.

- C. The Bidders shall submit the specifications (Read Specifications – Section – V for details) of the machines they intend to procure and an Assurance letter from the manufacturer or their authorized dealer, for the supply of beach cleaning machine(s) within the specified mobilization period (Section V). Bidders already possessing such machines (not older than 5 years) shall produce documentary evidence for the same.
- D. For collection & removal of the municipal solid waste from the beaches up to the centrally collection spot on beaches, the Bidder shall :-

EITHER

Produce documents to prove possession of at least 2 tractors with trolley and a refuse compactor for each of the beach cleaning work that they bid for. Such vehicles should be compliant with Odisha RTO Rules & Regulations.

OR

Submit Authorised Assurance Letter's from vehicle fleet owner assuring hiring OR from manufactures / dealers assuring supply

- E. The applicant shall have net worth of at least Rs. 25 Lakh each for three locations as on 31st March 2018.

Bidder(s) quoting for more than one work will not be eligible to get more than one work unless they achieve sum of the total turnover required for each of the individual works. In case a bidder does not have the turnover capacity for more than one beach, he shall be eligible for applying for all the three beaches. However, the priority of financial bid opening shall be as mentioned above i.e. Chandipur, Konark and Gopalpur. His tender shall be considered as per the priority mentioned above.

1.5 **Pre-bid Meeting**

A pre-bid meeting will be held on 04th January 2019. Based on the feedback/ queries of the prospective bidders a final document has been prepared. The modified document uploaded on the Odisha Tourism's website www.odishatourism.gov.in.

SECTION II INSTRUCTIONS TO BIDDERS

NOTE: These instructions are provided to assist Bidders while preparing the Bids. They form part of the Contract and they shall be taken into consideration in interpreting or constructing the Contract.

1. **Invitation to Bid**

Director Tourism for and on behalf of Department of Tourism; Government of Odisha (DoT) shall receive beach wise Bids for “Comprehensive management of cleanliness of beaches i.e. Chandipur, Konark & Gopalpur.

Bids shall not be accepted after the hour and date fixed for accepting of Bid. Telegraphic Bid will not be accepted under any circumstances. Bids received after the hour and date fixed will not be considered. The Bids will be received up to 2.00 p.m. on 25th December, 2018 and only packet A will be opened. Bid^{der}s authorized representatives may attend the Bid opening at which time relevant details will be read out.

However, DoT reserves right to reject all the Bids or the lowest or any other Bid which in the judgment the DoT does not appear to be in its best interest and the Bidder shall have no cause of action or claim against the DoT or its officers, employees, successors or assignee for rejection of its Bid.

The DoT also reserves right of splitting the Bid amongst two or more Bids, where the Bill of Quantities are distinctly separate as different parts of the same Contract.

Bid documents are not transferable

2. **Bid Validity Period**

The Bids shall be kept valid for acceptance for a period of 6 months i.e. 180 days from the date of opening of Bid.

3. **Documents**

The Bid document comprises of the following:-

- a) Bid Notice, Post Qualification Criteria & general information
- b) Instructions to Bidders

- c) Forms (Bid form, contract agreement form, bankers guarantee in lieu of contract deposit for work)
- d) General condition of contract
- e) Technical specifications and scope of work
- f) Annexure A to F
- g) Bill of quantities & rate
- h) Addendum, if any

Beach wise separate Bids are to be submitted to the DoT in sealed envelope.

4. **Processing fee and earnest Money Deposit**

Beach wise Bid must be accompanied by a Demand Draft / Pay Order towards beach wise Earnest money Deposit amounting to Rs. 1,000,00/- and processing fee amounting to Rs10,000.00 (for each beach) in favour of “**Director Tourism**” Payable at Bhubaneswar shall be separately sealed in packet-C. If during the Bid validity period, the Bidder withdraws his Bid or the successful Bidder fails to accept the contract within 30 calendar days after receiving notice of the award of contract and fails to submit the contract deposit the earnest money shall be forfeited and Bidder may be disqualified from Biding for future works with the DoT. The EMD of unsuccessful Bidders will be refunded. The processing fee is non-refundable.

The successful Bidder’s earnest money will be retained as a security for the due signature of the contract and for making the contract deposit in accordance with general condition of the contract.

No interest will be paid on any Bid deposit / guarantee.

5. **Submission of Bids**

Beach wise Bids shall be submitted in one sealed envelope containing three packets i.e. **A, B & C** (**Packet A** contains technical bids, **Packet B** contains bill of quantities & rates and **Packet C** contains Processing fee and Earnest Money Deposit) as per 6.1 together with other documents that form the Bid. Bid copy shall be submitted in a lacquer sealed envelope in the office of Director at the address given below:

**The Director,
Department of Tourism, Government of Odisha,
Paryatan Bhawan,
Lewis Road, Bhubaneswar – 751014,
Odisha, India.
Telephone No: (+91) 674 2432177
Fax No: (+91) 674 2430887**

These all three envelopes should show on the outside the name of the Bidder and his address and super scribe Bid for Comprehensive management of cleanliness at beaches for a period of 10 years having been given on the outside of the envelope otherwise the Bidder will be liable to be disqualified.

No Bid shall be accepted unless it is properly sealed. Bidders are requested to present the Bids well in good time on the stipulated day so as to avoid rush at the closing hour.

6. **Mandatory Conditions**

Bidder(s) are requested to note that “The Bid shall be rejected, considered incomplete and invalid if the Bidder;

- 6.1 Stipulates his own conditions(s)
- 6.2 Stipulates a validity period less than that specified in Section 2
- 6.3 Does not submit latest bank solvency certificate prior to six months of due date of Bid.
- 6.4 Does not fill and sign the Bid form, undertaking forms, specifications, annexures A to E, the bill of quantities & rates and any addendums to the Bid issued by DoT, as per the signature norms specified later in Section 2.9 of this document.

- 6.5 Does not disclose full name / names and address / addresses of proprietor / partners / Directors in case of J.V. / proprietorship / partnership / Pvt. Ltd. / Public Limited concern firm.
- 6.6 Does not submit latest partnership deed in case of partnership firm.
- 6.7 Fails to submit any of the documents as adequate proof for each of the qualification criteria, as specified.
- 6.8 Does not submit in Packet A, certified copies of the „Permanent Account Number□ documents, Service Tax registration certificate and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered cooperative societies, partners of J.V / partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited companies. However, in case of public limited companies, semi-govt. undertakings and govt. undertakings, no PAN document will be insisted.
- 6.9 Provides a quote in a currency other than Indian National Rupee. All rates and quotes should be filled in Indian National Rupee only.
- 6.10 Does not submit the Bid indicating the name and address of the Bidder and subscribed by the Bid for comprehensive management of cleanliness of beaches at Chandipur, Konark & Gopalpur for a period of 10 years and due date on all three packets.
- 6.11 The certification of PAN No can be done by Notary appointed by Govt. with his stamp or Gazetted Officer
- 6.12 Does not submit in Packet C separately containing the EMD and Processing fee in form of Demand Draft / Pay Order.
- 6.13 Does not comply with the conditions with respect to J.V. given as below:

Joint Venture

In case, the Bidder wants to bid as a joint venture, he is allowed to do so.

However, the joint venture maximum with two firms / companies (1+2) as partner shall only be accepted. Share holding of any one partner in the JV firm shall not be less than 26% & this shall be clearly stated in the agreement.

Bids submitted by a joint venture of all firms as partners shall comply with the following requirements.

- i) The bid shall include all the information regarding J.V. for all J.V. partners.
- ii) The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners.

- iii) One of the partners shall be nominated as being in charge(Lead Member), and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners.
- iv) The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all JV partners and the entire execution of the contract, including payment, shall be done exclusively with the Lead Member.
- v) All JV partners shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the bid and in the Agreement (in case of successful bid)
- vi) The joint venture agreement should indicate precisely the share holding of each of the JV in respect of equipment, key personnel, work execution, and financing of the contract. This should not be varied / modified subsequently without prior approval of the employer.
- vii) The joint venture agreement should be registered anywhere in India so as to be legally valid and binding on all JV partners and

A copy of the joint venture agreement entered into by the partners shall be submitted with the bid. Alternatively, a letter of intent to execute a joint venture agreement in the event of a successful bid shall be signed by all JV partners and submitted with the bid, together with a copy of proposed draft agreement. The registered JV agreement shall be submitted by the successful Bidder within 2 months from the issue of letter of acceptance.

6.14 In the bill of quantities and rates (packet B), the quoted unit prices will apply when discrepancies arise with the extended prices. Rates and amounts must be quoted in figures as well as in words. Prices quoted shall be firm and no variation shall be allowed on any account. Erasures and other changes shall be noted over initials of the persons signing the Bid.

In the Bid, the quoted unit prices will apply when discrepancies arise with the extended prices, rates and amounts must be quoted in figures as well as in words, prices quoted shall be firm and no variation shall be allowed on any account.

In the event that prices for some items are given as a lump sum where unit prices are required, the DoT reserves the rights to evaluate unit prices on the basis of the given lump sum prices.

Queries relevant to the Bid documents shall be addressed to Director Tourism, DoT at least 7 days prior to the due date of opening of the Bid.

7. **Instruction to the bidders.**

The Bid shall be submitted in three packets. Sealed Packet-A, Packet-B and Packet-C, together sealed in an outer sealed envelope. The packet-A shall contain certified copies of following document.

PACKET-A

- a) Proof of Qualification Criteria, as per Bid Notice
- b) Original Bid documents except B.O.Q. (Bill of Quantity and Rates)
- c) Service Tax registration certificate
- d) The partnership deed and power of attorney in the name of signatory incase of partnership firms.
- e) PAN card & photographs certified by the Gazetted Officer or Notarized by the Notary, appointed by the Government of Odisha.
- f) And all Annexure from A to E

PACKET-B

Packet B shall contain: Bill of Quantity and Rates (B.O.Q.)

PACKET-C

Packet C shall contain: EMD in form of D.D. / Pay Order & Bid document.

Forfeiture of Earnest Money Deposit :-

On opening of Packet A if it is found that Bidder has not submitted the required documents in Packet A, then the Bidder shall be intimated to comply with said requirement within 7 days from the opening of Packet A and if the Bidder fails to do so, then 10% amount of EMD / SD paid by him shall be forfeited.

Opening of Bids :- Authorized representative may attend the Bid opening when only Packet A will be opened and the contents read out. The date, time & venue of opening of Packet B will be communicated after evaluation of Packet A to the responsive bidders only and other relevant details shall be read out.

8. **Filling up the Bid**

Bidders are expected to fill in their Bids carefully and scrutinize them before delivering them to the DOT authorities stated above. No variation on and ground such as mistake or misunderstanding will be allowed after the Bid is opened, recommended or accepted. Deviation from municipal specifications of the specified terms & conditions should be brought out clearly in the separate deviation sheet.

9. **Rates and prices**

Rates and amounts must be quoted in figures as well as in words. The prices quoted shall be firm and no variation will be allowed on any account. Annual increase shall be as per increase in Wholesale Price Index (WPI) of the preceding financial year.

10. **Signing of Bid Document**

- Bidders are requested to sign at appropriate place, the Bid form, specifications and Bill of Quantities and Rates and all Annexures etc. after making appropriate entries wherever necessary. If the Bid is made by an individual it shall be signed with his full name above his current address.
- If the Bid is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.
- If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the Bid.
- If the Bid is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid in which case a certified copy of power of Attorney shall accompany the Bid. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- If the Bid is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as

to which of the firms shall have the for Biding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firm for Biding and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid shall be furnished along with the Bid.

- All witnesses and sureties shall be persons of status and probity and their full name, occupations and addresses shall be stated below their signatures.
- All signatures in the Bid document shall be dated.

12. **Modification of Documents**

Modifications of specification and extension of the closing date of the Bid, if required, will be made by an addendum, copies of each addendum shall be uploaded on the website of DOT and Odisha Tourism. These shall be signed and shall form a part of the Bidder's Bid.

The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum.

14. **Evaluation of Bid**

In comparing Bids, the DoT shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the Bidder's capacity to perform vis-à-vis the time of completion.

15. **Payment Terms**

The selected bidder shall be paid on monthly basis. DOT shall ensure the payment of the bills within 15 days of raising of invoices. The payment shall be subject to penalties mentioned in this document.

Currency of Payment: The Bidder shall indicate the Bid prices in Indian Rupees.

16. **Award of Contract**

Notification of Award will be made in writing to the successful Bidder.

The Contract will be awarded to the qualified and responsive Bidder offering the lowest evaluated Bid or Bids in conformity with the specifications subject to the provisions of this Bid document.

A responsive Bid is one which accepts all the terms and conditions of the Bid documents without any major modifications. A major modification is one which affects in any way the price, quality, quantity or completion of works which limits in any way, any responsibilities or liabilities of the Bided or any rights of the DoT, as specified in the Bid documents. The DoT may waive any minor informality in a Bid, which does not constitute a major modification.

17. **Signing of Contract**

The successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract, failing which E.M.D. will be forfeited.

The person to sign the Contract documents shall be the person as detailed in no.10 i.e. signing of Bid documents.

18. **Brand names**

Specific reference in the specifications to any materials by trade name or catalogue number shall be construed as establishing a standard of quality and performance and not as limiting competition and the Bidders, in such cases, may as their option freely use any other product, provided that it ensures an equal or higher quality than the standard mentioned and meets the DoT's approval.

19. **Qualification criteria**

The qualification criteria towards Bidder's technical and financial ability is mentioned in the "Bid Notice i.e. Section-I".

20. **Rejection of Bid**

- The Bid is liable to rejection, if the Bid –
- Stipulates the validity period less than what is in the form of Bid;
 - Stipulates his own conditions;
 - Does not quote his rates inclusive of all Duties and Taxes;
 - Does not disclose his full name and address with telephone no and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
 - Does not fill in and sign the Bid form as well as the Bill of Quantities and Rates, Annexure, Specifications etc.

- Does not pay the EMD by the previous working day of submitting the Bids and produce the receipt while submitting the Bid.
- Does not submit the Bid before the stipulated time on the specified date in the office of Director Tourism as directed.
- If the Bid is filled up partially in splitter manner it will be treated as non-responsive
- Does not submit PAN card & Photographs as per mandatory condition
- Violate clause 21 while submitting the Bid document.

21. **Biding under different names :**

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister, shall not Bid separately under different names for the same contract.
- b) If it is found that firms as described in (a) have Bided separately under different names for the same contract, all such Bid(s) shall stand rejected and Bid deposit of each such firm/establishment shall be forfeited. In addition such firms/establishments shall be liable, at the direction of the DoT for further penal action including blacklisting.
- c) if it is found that clearly related persons as in (a) have submitted separate Bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such Bids shall be liable for action as in para (b) above including similar action against the firms/establishments concerned.
- d) If after the Award of Contract, it is found that the accepted Bid violated any of the conditions in para (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms/establishments.

22. **Jurisdiction of Courts**

In case of any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Bhubaneswar and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the city of Bhubaneswar only.

23. **Import Licence.**

The Bidders shall have to make their own arrangements to secure import license and/or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. DOT shall not be bound to give any assistance to the Bidders in that behalf.

24. **Safe Custody**

All the charges for safe custody and withdrawal of and for the collection of interest etc. on the paper deposit will be payable by the contractors.

25. **Corrupt or fraudulent practices**

The DOT requires that bidders / suppliers / contractors under contracts, observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, DOT:

- a) defines, for the purpose of this provision, the terms set forth below as follows :
 - i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has been engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

SECTION III
BID FORM, CONTRACT AGREEMENT FORM & BANK GUARANTEE FORM FOR
CONTRACT DEPOSIT

To

**The Director,
Department of Tourism, Government of Odisha,
Paryatan Bhawan,
Lewis Road, Bhubaneswar – 751014,
Odisha, India.
Telephone No: (+91) 674 2432177
Fax No: (+91) 674 2430887 Sir,**

1. I/We have read and examined the following documents relating to work of

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For the DoT

- 1) Bid notice, post qualification criteria & general information
- 2) Instructions to Bidders
- 3) Forms (Bid Form, Contract Agreement form & Banker's guarantee in lieu of Contract Deposit)
- 4) General conditions of contract
- 5) Technical specifications and scope of work
- 6) Annexure „A“ to „E“
- 7) Bill of quantities & rates – (Packet-B)
- 8) Minutes of pre-bid meeting if any
- 9) Addendum, if any

I/We

.....
(full name in capital letters starting with surname), the proprietor / managing partner / Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby offer to supply / work of

Referred to in the specifications and bill of quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me / us.

2. I / We hereby Bid for execution of the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the specifications and other relevant details at the rates entered in the aforesaid bill of quantities.
3. According to your requirements for payment of EMD amounting to Rs. _____ I/We have deposited the amount in D.D. or pay order in favour of “Director Tourism” payable at Bhubaneswar.

4. I / We also agree to keep this Bid open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the DoT.
5. I / We agree that the DoT shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely, if –
 - a) I / We fail to keep the Bid open as aforesaid
 - b) I / We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c) I / We do not commence the work on or before the date specified in the work order.
 - d) I / We do not fulfill the mandatory conditions as stipulated in clause 6.
6. I / We _____ have filled in the accompanying Bid with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this Bid.
7. I / We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us that any information given by me/us in this Bid is false or incorrect I / We shall compensate the DOT for any such losses or inconvenience caused to the DoT in any manner and will not resist any claim for such compensation on any ground whatsoever.
8. I / We agree to undertake that I / We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the DoT.
9. I / We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

| | |
|--|---|
| Full name and address with Telephone nos., if any | Yours faithfully, Signature of Bidder |
|--|---|

Full names and private residential addresses with telephone nos. of all the partners constituting this firm.

- 1.
- 2.
- 3.

CONTRACT AGREEMENT FORM

This Agreement is entered into on this the ___[insert day]__ day of ___[insert month]___2011 at Bhubaneswar

BETWEEN

The Governor of Odisha represented by Department of Tourism; Government of Odisha , (hereinafter referred to as “DoT”), which term shall unless repugnant to the context include its successors, assigns and legal representatives) having its office at Paryatan Bhawan, Lewis Road, Bhubaneswar – 751014. Tel. No. (+91 674), represented through its authorized representative, _____, Department of Tourism of the one Part

AND

___[insert name of contractor if contractor is an individual]_____ / ___[insert name of contractor if contractor is Company___, a company duly incorporated under the provisions of the Companies Act 1956] having its registered office at _____[insert address of registered office]_, represented through its authorised representative, _[insert name of Authorized Representative of Lessee]__ (hereinafter referred to as the “contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the other Part

NOW THIS AGREEMENT WITNESSES as follows :-

1. In this agreement words expressions shall have the same meaning as are respectively assigned to them in the conditions of contract for works hereinafter referred to
2. The following documents shall be deemed to form and be read and construed as part of this agreement in the given order of precedence –
 - a. The said agreement and letter of acceptance
 - b. The specifications
 - c. The conditions of contract
 - d. The Annexures
 - e. The Schedule of Rates & Quantities
 - f. The Performance Security
 - g. Instructions to Bids
3. In consideration of the payment to be made by the DOT to hereby convenient with DOT to carry out the work of _____
_____ in conformity in all respects with the provisions of the contract.
4. DOT hereby consented to pay to the Contractor in consideration of carrying out the work of respective location _____ the contract price at times in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (for have hereunto set their respective hands and seals) the day and year above written.

Signed and delivered by the Contractor _____

In the presence of & style of _____

Trading under the name _____
Contractors.

Full Name _____
Address _____

Signed by Director Tourism _____

Director Tourism

In the presence of _____

The common seal of the DOT hereunto affixed on the _____ 2012 in the presence of two members of the standing committee of the DoT.

1) _____

1. _____

2) _____

2. _____

_____ and in

The presence of the Divisional Manager (Finance) _____ **Divisional Manager (Finance)**

Note : Successful Bidders will have to pay for preparing contract documents legal charges and stationary charges as mentioned in Bid document .

BANKER'S GUARANTEE IN LIEU OF CONTRACT DEPOSIT FOR WORK

THIS INDENTURE MADE THIS _____ DAY OF 2012 BETWEEN THE _____ BANK incorporated under the English / Indian Companies Acts and carrying on business in Bhubaneswar (hereinafter referred to as „The Banks which expression shall be deemed to include its successors and assigns) of the first _____ part,

_____ Inhabitants carrying on _____ business at _____

In Bhubaneswar under the style and name of _____

M/s. _____

(hereinafter referred to as “the contractors”) of the second part

Shri _____ the Director Tourism of DoT (hereinafter referred to as “Director Tourism” which expression shall be deemed, also to include his successor or successors for the time being in the said office of Department of Tourism; Government of Odisha of the third part and the Department of Tourism; Government of Odisha (hereinafter referred to as “The DoT”) of the forth part whereas the contractors have submitted to the Director Tourism Bid for the execution of work of _____

_____ and the terms of such Bid/contract required that the contractor shall deposit with the Director Tourism as earnest money and/or the security a sum of Rs. _____ (Rupees _____)

AND WHEREAS if and when any such Bid is accepted by the Director Tourism, the contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and be appropriated by DoT towards the security deposit to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under and whereas the contractors are constituents of the bank and in order to facilitate the keeping of the accounts of the contractors, the bank with the consent and concurrence of the contractor has requested the DoT to accept the undertaking of the bank hereinafter contained in place of the contractors depositing with the DoT the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the DoT has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the bank as the request of the contractors (hereby testified) UNDERTAKES WITH the DoT to pay to the DoT upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said Bid and/or the contract the B.G. is valid up to _____

“Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

Witness (1)

Name _____

Address _____

The duly constituted Attorney
Manager _____ For

Witness (2)

Name _____

Address _____

IN WITNESS WHEREOF
the Bank & the said Messers (Name of the bank)

Witness (1)

Name _____

Address _____

For
M/s. _____

(Name of the Contractors)

Witness (2)

Name _____

Address _____

Have hereunto set their respective hands the day and year first above written.

Section IV
General Conditions of the Contract

GENERAL CONDITIONS OF THE CONTRACT

A. GENERAL OBLIGATIONS

1. Works to be carried out

The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour materials, tools, plant, equipment and transport which may be required for preparation of and for and for the full and entire execution and completion of the works. The description given in the schedule of works / items / quantities and the bills of quantities shall unless otherwise stated be held to include waste on materials, carriage, and cartage, fitting and fixing it position and all other labour necessary in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.

2. Security deposit / contract deposit

The contractor shall pay contract deposit equal to **five percent** of the contract sum for one year as security for due fulfillment of the contract which will remain with the DoT till physical completion of the work, certification of the final bill.

The mode of making this deposit is as under

- i) In form of Demand Draft in favour of “**Director Tourism**”; DoT Payable at Bhubaneswar or,
- ii) By way of bank guarantee with special adhesive stamp of Rs.100/- issued on behalf of the contractors by the banks provided the banker’s guarantee is renewed as required and / or directed from time to time so as to cover the entire period of contract including the extended period, till physical completion of the work.

(b) Retention money

The retention money will be 10% of the contract sum and will be either deducted from the running bills or Bank Guarantee of equivalent amount will be accepted. The retention money will be released certification of satisfactoriness from the DoT authorities or final bill for each year.

3. Inspection of site and sufficiency of the Bid

- (a) The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his Bid as to the nature of the site, the quantities and nature of the work and materials necessary for the completion of the work and in general shall obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Bid.

(b) The contractor shall be deemed to have satisfied himself before Biding or to the correctness and sufficiency of his Bid for the works and of the rates and prices quoted

in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent. On any misunderstanding or otherwise shall be allowed.

4. **Contractor's supervision**

The contractor shall himself supervise the execution of works or shall appoint a competent agent approved by the DOT to act in his stead. If in the opinion of the DOT the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses employ or his accredited agent an engineer or a suitably qualified and experienced person approved by the DOT. Orders given to the contractor's agent shall be considered to have the same force or if these had been given to the contractor himself.

5. **Safety provision**

The contractor shall at his own expenses arrange for the safety precautions or required by the DOT, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the DOT shall be entitled to do so and recover the costs thereof from the contractor.

The Bidder shall note that DOT shall not be responsible for any mishap or accident to workmen of the contractor or DOT's employee working at site, while performing these jobs and no compensation shall be payable by DOT. In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills.

The successful Bidder shall take all the precautions to avoid any damage to DOT property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

The successful contractor shall take utmost care not to cause any nuisance due to noise, welding operations etc. They shall take all the proper precautions in this respect.

6. **Patent rights and royalties**

The contractor shall save harmless and indemnify the DOT from all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name of other protected rights in respect of any constructional plant, machine work or material used for or in connection with the work or any of them and from all claims, proceedings, damage, costs, charges and expenses whatsoever in respect of or in relation thereto.

7. **Production of vouchers**

The contractor shall when required by the DOT produce all quotations, invoices, vouchers, and accounts or receipts etc. to prove that the materials supplied by him are in conformity with the specifications laid down in the contract.

8. **Payment of bills**

As per DOT procedure, payment for the work done / material supplied will be made within thirty days of the date from receipt of bill, subject to satisfactory completion of work / delivery of articles or otherwise as specified in this Bid document.

9. **Disturbance to regular functioning**

The contractor shall ensure while these works are in progress that the other functional aspects of the pumping stations are not disturbed / hampered. In case such a disturbance is envisaged they will give sufficient intimation to make alternate arrangements.

10. **Minor variation**

The Bid specifications for the works included in this Bid are prepared with care with a view not to create any additional work. However, if any minor variation is required while the work is physically progressing the contractors will have to undertake these modifications without any extra cost to DOT. They should therefore study the drawings and specifications thereby and quote accordingly.

In case of any mismatch in the attached specification and the related drawings exist the contents of the specifications shall supersede the drawings unless otherwise priority notified. The bidders shall quote taking this aspect in to consideration.

11. **Contractor's other liabilities and insurance :**

From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all DOT tools and plants from any cause whatsoever (Save and except Excepted Risk) and shall at his own cost repair and make good the same so that at completion the works and all DOT tools and Plants shall be in good order and condition and in conformity in every respect in the requirements of the contract and the instructions of the Engineer.

In the event of any loss or damage to the works or any part thereof or to any tool and plant or to any material or article at the site from any of the excepted risk the following provision shall have effect –

- a) The contractor shall as may be directed in writing by the Engineer, remove from the site any debris and so much of the works as shall have been damaged, taking to the DOT store such multiple tools and plants articles and/or on materials as may be directed.
- b) The contractor shall, as may be directed in writing by the Engineer proceed with the erection and completion of the works in accordance with the provisions and conditions of the contract and
- c) There will be added to the contract sum the new amount due ascertained in the same manner as per deviations or as prescribed for payment in respect of the re-execution of the works lost or damaged, the replacement of any tools and plants and of any materials and articles lost or damaged but not incorporated in the works on the day

when the loss or damage occurred and removed, by the Contractor as provided above of DOT tools and plants, articles and/or materials to the DOT stores and of the debris and damaged works referred to therein.

Before commencing execution of the work, the contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss injury which may occur to any property (Private, Government and/or Corporation) or to any person (including any employee of the DOT by or arising out of the contract.

“All insurances to be effected by the contractors and/or his sub-contractors shall be taken out with the Directorate of Insurance, Odisha State only”. In case however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Odisha State, a Contractor will be allowed to have such insurance from other insurance company with the prior permission of DOT.

If required by the Engineer, the Contractor shall, without limiting the obligations and responsibilities under this condition insure the work (from commencement to completion) the DOT tools and plants hired by the contractors and all materials at the site at their full value against the risk of loss or damage from whatever cause arising, other than that of the Excepted Risks. The said insurance shall be in the joint names of DOT and the contractors, and the contractors shall deposit with DOT the said policy or policies along with the receipts for premium of such insurance under such policy or policies shall be recovered by the DOT and shall be paid to the contractor in installments by the DOT for the purpose of rebuilding or replacements or repair of the works and or goods destroyed or damaged as the case may be.

If the contractor has a Blanket Insurance Policy for all his works and policy covers all the items to be insured under these conditions, the said policy shall be assigned by the contractor in favour of DOT; provided, however, if any amount is payable under the policy by insurers in respect of works other than the works under this contract the same may be recovered by the contractor directly from insurers.

Provided always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Where a DOT machineries, building or part thereof is rented by the contractor or is allowed to be used by him shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials or combustible nature as to which the decision of the Engineer shall be final and binding.

The contractor shall indemnify and keep indemnified the DOT against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all

claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the DoT against any compensation or damage causes by the expected risks.

The contractor shall at all times indemnify the DOT against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938. The Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1951 or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury have resulted from any act of the DOT, their agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to his obligations and liabilities as above provided. The contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

The aforesaid insurance policies shall provide that they shall not be cancelled till DOT has agreed to their cancellations.

The contractor shall provide DOT from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the Defects Liability Period.

The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the DOT resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be provided by his sub-contractor (if any) as the case may DOT as and when require the relevant policy or policies and premium receipts.

If the contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above for any other insurance which he/they may require to effect under the terms of the contract then and in any such case the DOT may without being bound to effect and keep in force any such insurance and pay premium or premia as may be necessary for the purpose and from time to time deduct the amount so paid by the DOT plus 20 percent of premium or premia amount as service charges from any money due or which may become due to contractor or recover the same as debt from the contractor.

All the insurance to be effected by the contractor and/or his sub-contractor shall be taken out only with the insurance company or companies approved by DOT.

12. Changes in constitution

When the contractor is a partnership firm, the prior approval in writing of DOT shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or Hindu Undivided Family business concern such approval aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of the condition no. H-01 thereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition.

13. Details to be Confidential

The contractor shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purpose thereof & shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the employer whose determination shall be final.

14. Photographs of the works

No photographs of the work or any part thereof or equipment employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractor without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.

(B) LABOUR

1. Employment of labour

The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the engineer. The contractor shall not employ connection with the work any child who has not completed his 15th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he is certified fit for work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of the factories Act 1948.

The contractor shall also see that all the provisions regarding employment of young person covered by the employment of Children Act, 1933 and the factories Act, 1948 as amended from time to time shall be fully complied with. The contractor shall also see that the provisions set for under the minimum wages act and contract regulation and abolition act 1970 with the Odisha Contract labour (Regulation and Abolition) rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of wages, overtime etc. made to his workmen as required by the conciliation officer (central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or the State Government.

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

The contractor shall indemnify the DoT or any agent servant or employee of DoT for any lapses on the part of contractor on account of non-compliance of above referred acts.

2. **Minimum Wages**

(a) The contractor shall pay the labourers engaged by him on the work not less than a minimum wage (which expression shall mean whether for time or piece work, the respective rates of wages as fixed under the law for time being in force)

(b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid such minimum wage to labourers indirectly engaged on the work including any labour engaged by labour contractors in connection with the said work as if labourers had been immediately employed by him.

(c) The contractor shall comply with the provisions of payment of wages act, 1936. Minimum wages act 1948, employer's liability act 1938. Workmen Compensation Act 1923, Industrial dispute act 1947, Indian factories Act 1948 and the Maternity Benefit Act 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time, he will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the labourers employed by him directly or indirectly.

(d) The contractor shall indemnify the DoT by executing a separate indemnity bond on requisite stamp paper against any payments to be made under and for the observance of the regulations, in force for the time being without prejudice to his right to claim indemnity from his sub-contractors.

3. **Registration of Employment and welfare**

The contractor, which expression shall include sub-contractor or any such person or group of persons representing the contractor who are required to handle iron and steel material shall register themselves as employer with the Bhubaneswar Iron & Steel Labour Board and shall completely fulfill all the obligatory provisions of the workers (Regulation of Employment and Welfare) Scheme 1970. The consequences of failure of compliance of any of these provisions will entirely be the liability and responsibility of the contractor.

4. **Force Majeure Clause**

Notwithstanding the provisions of above, the Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination or other failure to perform its obligations under the contract as a result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful Bidder and not involving the successful Bidder's fault or negligence and such events may include strike, riots, wars or revolutions, fires, floods, epidemics, earthquakes, other natural calamity and quarantine restrictions. If the force majeure situation arises, the successful Bidder shall promptly notify the DOT in writing of such condition and the cause thereof, unless otherwise directed by DOT in writing the successful Bidder shall continue to perform its obligations under the contract as near as it is reasonably practical, also shall seek all responsible alternative means of performance.

(C) **REMEDIES AND POWERS**

01. Cancellation of contract in full or in part if the contractor :

(a) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Engineer; or

(b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Engineer, or

(c) Fails to complete the works or items within individual dates completion, or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or

(d) Shall offer or give or agree to give to any person in DOT service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the DOT or

(e) Shall obtain a contract with the DoT as a result of ring Biding or other non bonafide methods of competitive Bidding; or

(f) Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the

benefit of his creditors or purport so to do or if any application be made under any insolvency Act for the tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or

(g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or

(h) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or

(I) Assigns. transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporation in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the DOT; the DOT may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the DOT by written notice cancel the contract as a whole or only such items of work in default from the contract.

DOT shall on such cancellation have powers to :

(a) Take possession of site and any materials, constructional plant, implements, stores, etc. thereon and/or

(b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the DoT, in determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the DoT in completing the works or part of the works or excess loss or damages suffered or may be suffered by the DoT as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account and if such moneys are not sufficient the contractor shall be called upon in writing to pay the same within thirty days. If the contractor shall fail to pay the required sum within the aforesaid period of thirty days, the Engineer shall have right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings etc. and apply the 36

proceeds of sale thereof towards the satisfaction of any sums from the contractor under the contract, and if thereafter there be any balance outstanding from the contractor it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the DoT and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the DoT of the works or part of the works is less than the amount of which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Without prejudice to the generality of the foregoing, the contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the DoT for such failure, or breach or determination of contract.

(D) TERMINATION OF CONTRACT FOR DEATH

If the contractor is an individual or proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the DOT is satisfied that legal representative of the individual contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partner, are capable of carrying out and completing the contract, the DOT shall be entitled to cancel the contract as to its uncompleted part without the DoT being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the contractors firm on account of the cancellation of the contract. The decision of the DOT that the legal representative of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the DOT shall not hold estate of the deceased contractor and / or the surviving partners of the contractor's firm liable in damages for not completing the contract.

(E) INCOME TAX

The contractor shall pay Indian Income Tax on all payments made to him under the contract, other than reimbursements made to him by DOT to cover payments by contractor of minor customs dues etc. or any other payment which the contractor may make on the DoT's behalf. DOT may deduct tax at source as per the provisions of the prevailing law/ rules and regulation.

SECTION V
TECHNICAL SPECIFICATION AND SCOPE OF WORK

TECHNICAL SPECIFICATION AND SCOPE OF WORKS

The Contractor(s) who are the successful Bid(s) shall have to fulfill terms and conditions during the execution of their beach cleaning work(s).

5.1. OBJECTIVES OF THE WORKS

Department of Tourism; Government of Odisha (hereinafter referred to as DOT) desires to entrust the work of comprehensive management of cleanliness at two beaches of Chandipur, Konark & Gopalpur in the manner specified as follows:

The objectives of the specifications for „comprehensive management of cleanliness of beaches□ are:

- Ensuring complete cleanliness for the entire length and width of each of the beaches to deliver a quality experience to:
 - the tourists/citizens residing adjacent to the beaches,
 - the tourists/citizens visiting the beaches in early morning hours,
 - the citizens tourists/visiting the beaches for recreation during peak-visiting hours (1600 hours to 2200 hours, on weekdays, weekends and public holidays.
 - Minimizing pollution into the sea-water at the beaches from
 - the visiting tourists/citizens
 - the commercial establishments on the beach
 - the hawkers on the beach and

SITE INSPECTION; For the full knowledge of work involved in this Bid, the Bid(s) shall, prior to submitting the bid for the work, visit & examine the site of works and its surrounding at their own expenses and obtain and ascertain for themselves, on their own responsibilities, all information, technical data etc. that may be necessary for preparing their bill and enter into contract including, inter-alia the actual conditions regarding the nature and conditions of sites, availability of materials, labour, probable sites for stores etc.

CONTRACT PERIOD:- The contract period for the said work is for the **Ten Years.**

5.2 SCOPE AND SPECIFICATIONS FOR OPERATIONS

This would be a completely turn-key contract. Therefore, the intending Bidder(s) should visit the beaches for physical verifications as mentioned in the Site Inspection as above. DOT would provide them assistance during the survey by way of assigning experienced engineers and/or supervisors to accompany them during such a visit(s).

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 motor beach-cleaning machine.
- ii) Cleaning of the litter and dumps on the beach sand on the beaches with the help of a beach-cleaning machine as well as by way of manual mopping at time when machine cannot be operated AND in areas where the machine cannot be operated AND at times when the machine operation is inadequate to provide complete cleanliness of the sand.
- iii) Sweeping and cleaning of the areas adjacent to the beaches which are visited regularly by the visitors to the beach e.g., concretized platform at entry, area surrounding commercial establishments on the beach.
- iv) Provision of litter 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 litter 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 contractor shall carry out awareness campaigns to ensure reduction of open littering and dumping by visitors & hawkers on the beach.

- v) As per observation, the tourists/ local residents, joggers and morning-walkers are using the beaches right from 04:00 hours in the morning onwards whereas the visitors generally remain present up to midnight. It is therefore the responsibility of the contractor to see that operations for specifications I,II,III and IV above get executed before sunrise and are maintained till 2200 hours every day to ensure thorough cleanliness at all times. Hence, the frequency of the beach-cleaning machine operation should **“at-least”** be executed out in two shifts.

- The first shift of beach-cleaning machine operation, for the entire length and width of the respective beach, should be completed by 0600 hours, every day.
 - The second shift of beach-cleaning machine operation, for the entire length and width of the respective beach, should be completed by 1600 hours, every day.
- f) Other sweeping, mopping, picking and cleaning operations as specified in it, III and IV above should be carried out regularly in all shifts with higher intensity during the peak-visiting hours (0600 – 1200 hours AND 1500 – 2200 hours). Such operators would also need intensification on peak tourist season, weekends and public holidays and the contractor should make arrangements to deploy adequate resources (machines or manpower) to achieve the outcomes as specified in Sl.No.7. Eventually, it shall be responsibility of the contract 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 as described in Sr.No.7.
- g) The contractor shall make special arrangements to meet the intense demand for cleanliness on the beaches after special events such as Kartik Purnima, Beach festivals, Rathayatra, New year & Christmas, Magha-Mela, 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 24 hours after the day of the event.
- h) The tidal spring brings back a lot of floating and other waste on to the beaches. The frequency and the generation of the waste on account of tidal cycles are severe in the rainy season or during high tides. The contractor shall therefore deploy adequate resources to intensify cleaning operations during such events through longer beach-cleaning machine operations AND/OR longer manual operations through a larger work-force AND/OR by deploying additional equipment or machinery. At any circumstances, litter or open heaps of waste shall not be visible on the beaches. For transportation of additional MSW the contractor shall deploy the closed dumpers complying Odisha RTO rules and regulations in addition to regular compactor vehicle without any extra cost.
- i) The contractor shall carry out awareness campaigns to ensure coordination with commercial establishments on the beach.

- j) The Contractor shall ensure that a dress code is adopted by its entire staff. The dress should prominently displays Odisha Tourism Logo.
- k) Transportation of collected garbage by closed vehicle/refuse compactor vehicle (such vehicles should comply with Odisha RTO Rules & Regulations) to designated disposal sites of ODISHA TOURISM. i.e within 15 km in Chandipur , within 15 km in Konark & within 15 Km in Gopalpur or any other disposal site that may be notified by ODISHA TOURISM. on a later date. Such a transportation service should be regular and frequent and ensure that no backlog of waste is present in the collection bins on the beach.

The principal designated site for unloading of the collected refuse is as specified in Annexure „E□. In case the vehicles are directed to disposal site other than principal disposal site and if the distance traveled is above 15 KMS for which it is engaged, the contractor will be paid extra @`Rs.30/-per KM for additional KM above 15KM, to the assign/alternate disposal site, in one direction only/

The contractor should note that the above-mentioned specifications are the „minimum necessary operations□ that they shall provide for successful execution. However, the final performance of the contractor shall be measured and evaluated on outcomes related to cleanliness as described in Section 5.6. Hence, it shall be the contractors□ 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.

The contractor would be responsible for complete cleanliness of the entire length and width of the beaches(up to the water-line during low tide). The average length, width and other general information about the beaches is as mentioned in the table below:

| Name of the beach. | Location from | Location to | Estimated length of beaches (KMs) | Estimated width | Remark |
|--------------------|---------------|--------------------------------|-----------------------------------|--|--------|
| Chandipur | FRH | Back side of Anandamayee Hotel | 1 KM | | |
| Konark | Nolia Sahi | Kushabadhra | About 6 - 7 | From the Marine Drive road till the edge of the sea including the road plus 30 m beyond the road | |
| Gopalpur | Panthani vas | Back Waters | About 2-3 | From the Marine Drive road till the edge of the sea excluding the road | |

5.3, Specifications for equipment and infrastructure

To be able to execute the above mentioned specifications on operations, the contractor shall procure, maintain and deploy „at-least□ the equipment and infrastructure mentioned below. It shall be the contractors□ responsibility, based on his site inspection and survey, to account for and provide any additional equipment or infrastructure that may be required to achieve the requisite outcomes related to cleanliness (Section 5.7) at all times, and include it while quoting.

- **Beach cleaning machines, refuse compactors and Tractor with trolley**

The bidder for regular execution of combing and cleaning of the beach sand shall deploy the following number of machines for each of the beach cleaning works along with refuse compactor and tractor with trolley as per requirement.

| Name of the beach | Number of beach cleaning machines to be provided as per following technical specifications. (Mandatory) | Refuse compactor having a minimum 6 M.T. carrying capacity (optional) | Tractor with Trolley having a minimum. (optional) |
|-------------------|---|---|---|
| Chandipur | 1 | As per requirement | As per requirement |
| Konark | 1 | | |
| Gopalpur | 1 | | |

Specifications of the beach cleaning machine: The beach cleaning machine should „at-least□ meet the following specifications.

- The successful Bidder shall put in use new beach cleaning machine(s)/ (not more than 5 years old) and refuse compactor in perfect working condition and performance oriented and meeting all Odisha RTO rules and regulations and any other statutory requirements.
- The minimum cleaning capacity of the beach machine shall be 20,000 square meter per hour for cleaning the dry and wet sand surface area. It shall work efficiently on dry as well as on wet sand and shall have high maneuverability so as to access the difficult locations on the beach surface.
- The hopper capacity of the beach machine shall be a minimum of 1.5 cubic meter.
- The minimum tipping height (discharging height) of the hoper shall be 2600 mm.
- Adequate provisions for attachment of different rakes for cleaning screening and combing of dry and wet sand should be present.
- Tipping of the collected waste directly in to the trucks or containers should be possible by a hydraulic arrangement.
- Provision for a change over from spring lines to bristles for picking up leaves should be possible.
- The pickup shafts should have adjustments to obtain the variable cleaning techniques such as raking, screening and combined raking and screening.
- The beach cleaning machine shall be operated with the help of prime-over (tractor, mote-vehicle or any other) associated with hydraulic attachments.

Bidder(s) shall note that they have to enclose the details of the beach cleaning machines and associated prime-mover along with the Packet A of the Bid(a copy 44

original leaflet from the manufacturer or authorized dealers along with their consent letter). If the details of beach cleaning machines and tractors do not fulfill ODISHA TOURISM's requirement & specifications mentioned above, the offers shall be rejected and will not be considered for evaluation. The contractor shall only be allowed to use a brand new machine on the day of commencement of operation of machines in this contract. The overall specifications of the Beach cleaning machine should be equivalent or better than any of the preferred machine models – BEACH-TECH 2000 OR BEACH-TECH 3000 OR BECH-TECH Marina (Mfd. by KASSBOHRER GELANDAFahrzeug AG, Germany / BARBER (Surf Rake)/ 400 HD/600 HD (Manufactured by H. Barber & Sons Inc).

Measures for machine maintenance: The Bidder(s) should also submit a detailed note on the measures that they would undertake to ensure periodic and break-down maintenance of such machines. This note should specify the measures related to procurement of spares, permanent establishment of a workshop for periodic maintenance, plan for training of personnel for adequate maintenance. Such a plan should ensure that the maximum, „down-time“ for any breakdown, of any of the machines shall be less than 48 hours.

These measures would form a part of the contractual agreement and the contractor would have to ensure execution of the self-specified measures or else attract termination of contractor, ODISHA TOURISM. shall evaluate the adequacy of the measures informed by the contractor and would reject Bids with inadequate specification of plans for machine maintenance.

1. **Refuse compactor:** The contractor shall deploy new brand one refuse compactor having 6 M.T. capacity for each beach with the tail gate and ejector plate facility of reputed brand i.e. HAIL, KAM-AVIDA, TPS, etc. for transportation of daily generated refuse up-to disposal site for final disposal.
2. **Vehicles for collection refuse on beach:** The contractor shall deploy at-least one tractor along with a trolley (or any other equivalent vehicle) throughout the contract period for effective mobile collection of the generated refuse on beach at the centrally collection point.

3. **Litter Bins:** The contractor shall litter bins at a minimum interval of 50 meters across the length of the beach. Such litter bins should comply with the EN standards. Such litter bins should have fluorescent paint OR stickers reading „LITTER BIND□ to ensure high visibility during the evening time. The capacity of the litterbins should be minimum of 120 liters.
4. **Temporary storage bins:** The contractor shall have to keep adequate numbers of refuse compactor containers i.e. “at-least□ in 100 meters interval. The bins shall have a minimum capacity of 1.1 cubic meters and comply with the DIN standards.
5. **Tools and implements for manual operations:** The contractor shall be the responsible for regularly providing adequate tools and equipment like baskets, hand barrows, shovels, brooms and forks, etc. for sweeping, mopping, picking and collection of garbage.
6. **Complaint Office:** The contractor shall provide one FRP PORTA cabin of size 10”-10”-10 feet height housed with one standard table, three standard chair, two lighting fixture inside, 1 fan and two lighting fixtures outside along with standard cupboard to keep requisite record at every main-entrance of the beaches. The required power supply shall be arranged by the intended bidder at their own cost. These PORTA cabins should have at-least one complaint, officer stationed in them at all times. A regular complaint register shall have to be maintained by the contractor for the same. A copy of all the complaints and initiatives taken by the contractor to address them shall be sent every week to a “Joint monitoring Committee” including citizens and municipal Officers. The contractor shall provide necessary basic infrastructure in these cabins to ensure their functioning as a „citizen-friendly□ complaint office.
7. **Any other equipment OR machinery:** Based on the site inspection, the Bidder should propose any additional equipment or machinery that may be necessarily required to achieve the stated outcomes related to cleanliness. The proposal should be made in a separate format and the related expenses should be included as a part of the overall quote.
8. **Painting to machineries:** All machineries i.e. Beach Cleaning Machines, Prime Movers, Compactors and Tractor with Trolley shall be painted every year in the contract period.

9. The temporary refuse storage i.e. 1.1 Cu.mtr. capacity bins shall be painted every six months during the contract period.

5.4. SPECIFICATIONS FOR LABOUR, PERSONNEL FOR SUPERVISION, MAINTENANCE OF EQUIPMENT AND AWARENESS MANAGEMENT.

1. It shall be the contractor's responsibility to arrange for the adequate labour for manual operation/as described in Sr.No.5.2. The Contractor would have to maintain a „minimum number of work-force as a part of their permanent establishment, for daily operations. This „minimum of labours is as specified below:

| Name of the beach | Minimum number of permanent workforce in each of Two shifts. |
|-------------------|--|
| Chandipur | 10 |
| Konark | 15 |
| Gopalpur | 10 |

However, the contractor, based on the self site inspection, has full flexibility to arrange for a permanent work-force higher than the 'minimum Number' specified above, to achieve the specified outcomes on cleanliness.

2.The contractor shall arrange for a higher manpower for carrying out the manual operations on weekends (every Saturday and Sunday), public holidays, and special events like Rathyatra, Magha-Mela Etc. and during the monsoons. The manpower arranged should be

adequate to ensure achievement of specified outcomes on cleanliness. Such higher manpower shall also be arranged for, in event of breakdown of the beach cleaning machines to ensure that the outcomes on cleanliness are not compromised under any circumstance.

3. The work-men(manpower) so engaged by the contractor shall be provided with distinguished uniforms, caps and badges for the purpose of identification. Such uniforms shall carry a slogan on cleanliness of the beach e.g., "IT'S YOUR BEACH – PLEASE KEEP IT CLEAN". Such uniforms should necessarily be of the fluorescent type to ensure distinct visibility of the workmen in the evening.

4. As the workmen have to work in the vicinity of the sea, necessary training needed for the rescue operations shall be provided to them to ensure that no accident takes place. ODISHA TOURISM. will not be responsible for any sort of claim so arisen out of any accidental injury, their loss of property or financial loss to the contractor on account of any reason.

5. **Supervision:** For the purpose of supervision, the contractor shall ensure that „at-least“ the following number of Supervisors shall be present at all times during the operations.

| Name of the beach | „Minimum number of supervisors for monitoring operations of beach machines. |
|-------------------|---|
| Chandipur | 2 |
| Konark | 2 |
| Gopalpur | 2 |

6. Such supervisors shall have a minimum qualification of that of a „sanitary inspector“.

7. One „Operations Manager“ with at-least a „graduate qualification shall be made responsible for each of the beaches.

5.5 SPECIFICATIONS FOR PERFORMANCE FOR PERFORMANCE REPORTING AND COMPLAINT MANAGEMENT.

Daily Performance Reporting.

- A daily log of the performance shall be maintained by the contractor to indicate the following details.
- Number of hours of beach cleaning operations with start time and end-times.
- „Start „, and „End“ reading of the speedometer for every shift of the beach cleaning machine.
- Attendance register of all work-men, drivers and supervisors.
- Additional work-force deployed, if any, Rationale for requirement of additional work-force.
- Number of transportation trips to the dumping sites and weight of refuse transported (Receipt from the dumping ground shall be maintained in the daily record) if any.
- Number of collection services provided to establishments on the beach along with timings.
- Number of cleaning services for the litter bins along with timings.

- o This report will be checked, at random, by any ODISHA TOURISM. officer related with the beach cleaning work AND the „joint monitoring committee“ for verification of claims. Any such ODISHA TOURISM. Officer or any number of the „joint monitoring committee“ shall remark any discrepancies upon these daily reports related to
 - Inaccurate reporting of beach-cleaning operations timings
 - Inaccurate reporting of beach-cleaning machines speedometer readings.
 - Attendance of adequate drivers, labourers and supervisors.
 - Inaccurate reporting of transportation trips to dumping ground
 - Inaccurate reporting of collection services to establishments OR cleaning of litter binds
- o These daily reports shall have to accompany the bills submitted by the contractor and monetary penalties shall be deducted from the payments based on the remarks of the ODISHA TOURISM.Officers AND/OR of joint committee members, as specified in Section 3.7 under “MONEYTARY PENALTIES”

Complaint management reporting

- A complaint register shall be made available at the PORTA cabins with one „citizen – friendly“ complaint officer who shall record all complaints.
- A receipt of every complaint shall have to be given to each citizen(carbon copy OR print-out).
- „Action taken“ by the contractor to address the problem shall have to be recorded by the complaint officer against every complaint.
- A copy of all such complaints and the action taken“ shall be sent to one member of the „joint monitoring committee“ on a weekly basis.
- If any complaint needs action from ODISHA TOURISM. e.g., stray cattle entering the beach, the contractor shall submit a copy of the respective complaint and a request for the requisite action to be taken, to the concerned ODISHA TOURISM. authority. A record of all such written requests shall have to be maintained by the contractor.

5.6 REGULAR PERFORMANCE MONITORING MECHANISM OF DoT AND LINKED PENALTIES AND INCENTIVIES.

Performance of the beach cleaning work shall be measured and monitored regularly by a „joint monitoring committee“ comprising of the District Tourist Officer, Manager OTDC, Representative of Collector & Representative of Hoteliers association and of two prominent citizens representing „Advance Locality Management“ (or equivalent citizen groups) residing adjacent to the beach.

The performance of the contractor shall be judged on the outcomes on cleanliness based on comprehensive management of cleanliness. The following outcomes shall necessarily have to be achieved across the length and width of the beach as well as at areas frequented by visitors adjacent to the beach. The following performance score-card shall be used to assess the performance:-

| Sl.No. | Outcomes related to cleanliness | Poor performance. | Average performance. | Good performance | Max. points. |
|---------------|--|--|---|--|---------------------|
| 1; | Litter, garbage or any other kind of waste in any area of the beach, | Presence of visible garbage or litter dumps on the beaches even at peak-visiting hours. Marks: 0-10 | Few spots of litter at different points on the beach some times. Marks: 11-20 | Litter free at all times. Only rare occurrence. Marks: 21-30 | 30 |
| 2. | Cleanliness of refuse bins kept on the beach. | Overflowing of the bins and area around the bins dirty with litter. Marks: 0-3 | Closed bins with no visible waste at any time. Marks: 4-7 | Beautified bin area with exceptional appearance. Marks: 8-10 | 10 |
| 3. | Mopping, picking done at all times by uniform wearing workers. | Rare mopping done & Moppers or pickers not seen during peak visitor time. Marks:0-5 | Presence of mopping but of inadequate nature OR poor quality uniforms of the moppers OR inadequacy of | Presence of adequate moppers in quality uniforms at all peak-visitor timings and with higher strength on | 15 |

| | | | | | |
|----|---|--|---|---|----|
| | | | moppers on weekends. Mark: 6-10 | weekend & holidays. Marks:11-15 | |
| 4. | Timely & frequent operation of beach cleaning machine. | Rare operation of machine and not even two shifts per day of beach cleaning operation of each machine OR machine break-down exceeded 48 hours. Marks:0-5 | Machine operations being carried out but not with adequate rakes or expertise to ensure good quality combing and cleaning of the dry and wet sand. Marks: 6-10 | Machines operations adequately performed at-least in 2 shifts and good quality combing and cleaning of that sand achieved. Marks: 11-15 | 15 |
| 5. | Adequate measures taken to minimize pollution of the sea-water at the beaches | Inadequate collection service from the establishments on the beach OR inadequate presence of good quality litter bins OR inadequate awareness campaign with visitors, hawkers or establishment owners. Marks: 0-5 | At-least time collection service to the establishment AND at-least few litter bins of average quality present on the beach AND at-least some awareness building measures taken. Marks:6-10 | Frequent and adequate collection service for establishments AND adequate good-quality litter bins present at all time with added capacity on weekends and special events AND adequate awareness created among visitors, hawkers and establishment owners. Marks: 11-20 | 20 |
| 6. | Citizen-friendly complaint handling and prompt action for improvement. | No complaint office made OR no complaint officer present | Proper complaint office with a regular presence of | Proper complaint office with a „citizen-friendly“ | 10 |

| | | | | | |
|--|--|---|---|--|--|
| | | in the complaint office at peak visitor times. Marks:0-3 | complaint office and some action on the complaints Marks:4-7 | complaint office present at peak-visitor timings AND an easy process to register complaints and collect a receipt for the same AND good book-keeping of the complaint register with regular and prompt management of complaints. Marks:8-10 | |
|--|--|---|---|--|--|

The „joint monitoring committee“ as described above shall do the evaluation of the performance against the performance score card. The evaluation would be based on any number of surprise visits of the evaluators, either individual or as a group, to the respective beaches on any day of the respective quarter. Based on the evaluation, a score would awarded to the contractor once every quarter on the fourth Saturdays of the respective month. Based on the score awarded, the following incentives/penalties shall be executed:-

| Performance score evaluated by Committee. | Incentives/penalties based on Performance Score. |
|---|--|
| Score less than 75(Seventy five) during two continuous quarters. | Contractors to be issued warning for termination of contractor. |
| Score less than 75(Seventy five) in the quarter after issuing of warning. | Contract will be terminated with 1 week notice and contract deposit shall be forfeited. |
| Score quarter than 76 (Seventy six) during 3 continuous quarters. | One time monetary incentive of 1% of the monthly value of contract if the contractor's performance is more than 76 marks for two consecutive quarters. For evaluation for the next incentive, the next |

| | |
|--|---|
| | two consecutive quarters shall be considered. |
|--|---|

The „joint monitoring committees□ will be formed for each of the respective beaches before the commencement of operations of the contractor and the names and contract of each of the committee members shall be communicated to the respective contractors.

Over and above the monitoring done by the performance evaluation committee, the following penalties shall be imposed on the contractor for not delivering on certain parameters based on the regular evaluation done by the ODISHA TOURISM. AND/OR any other ODISHA TOURISM. Office related with beach cleaning works. In addition, if any penalties are raised by the any member of the „Joint Monitoring Committee□, these penalties shall be imposed by the DOT authorities, after due verification.

MONETARY PENALTIES

| | | |
|----|--|---|
| 1 | In case of ordering manual operation due to unsatisfactory working of the machine of machine breakdown 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 in the Performance Evaluation. |
| 2. | In case the beach is found littered or dirty | Penalty of Indian National Rupees 500(Five hundred) per day for every 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 Contractors□ bills. |
| 4. | For not providing adequate number of litter 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 Contractors□ bills. |
| 5. | For not providing adequate collection and transportation services for the transportation of the waste from refuse bins. | Penalty of Indian National Rupees 500/- (Fivehundred)perdayforevery uncollected refuse bin, shall be deducted from the Contractors□ bills. |
| 6. | For absence of the a complaint office OR complaint officer at peak-visiting | Penalty of Indian National Rupees 500/- (Five hundred) per day, shall be deducted |

| | | |
|-----|--|--|
| | officer OR absence of a complaint register with good book-keeping. | from the Contractors□ bills. |
| 7. | For absence of the a supervisor | Penalty of Indian National Rupees 250/- (Two hundred fifty only) per day per supervisor shall be deducted from the contractors□ bills. |
| 8. | For absence of the a cleaner/labourer | Penalty of Indian Ntional Rupees 200/- (Two hundred only) per day per cleaner / labourer shall be deducted from the contractors□ bills. |
| 9. | Speedometer not in working condition | Penalty of Indian National Rupees 1000/- (One thousand) per day, shall be deducted from the contractors□ bills. |
| 10. | 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. |
| 11. | Failed to wear the uniform/safety gear when on duty. | Penalty of Indian Rupees 50/-(Fifty) per person shall be recovered. |

5.7 MOBILIZATION PERIOD FOR THE PROCUREMENT OF BEACH CLEANING MACHINES, REFUSE COMPACTOR OTHER EQUIPMENT& INFRASTRUCTURE.

Contractor shall be given a mobilization period of maximum 4 months from the date of the “Letter of Acceptance□ for the procurement of the beach cleaning machines compactor, other machineries, equipment and infrastructure required under this contact.

During the mobilization period given for the procurement of the beach cleaning machines, contractors shall carry out the work of cleaning of beaches by deploying adequate manpower. During the mobilization period, Indian National Rupees 2,000/-(Two thousand) per day per machine will be deducted from the contractors□ bills till the date the requisite beach cleaning machines are procured and regular operations commence.

The contractor is bound to provide the beach cleaning machines as per the Bid specifications. In this respect Bidder shall have to submit a letter from the principal company or authorized supplier for the supply of beach cleaning machines as per the specifications, along with the Bid.

If the successful Bidder fails to supply the beach cleaning machines as per the Bid specifications even after the expiry of the mobilization period, it will be treated as breach of the contract conditions and the contract deposit paid by the Bidder shall be forfeited, if the contractor is not willing to continue the contract.

If the contractor is willing to continue the contract, till the receipt of equipment, they shall clean the beach by deploying manpower. The total mobilization period for the procurement of beach cleaning machine will not exceed 6 months from the date of issue of work-order. During the

excess 2 months mobilization period, Indian National Rupees 4,000 (Four Thousand) per day per machine will be deducted from the contractor's bill for not deploying the beach cleaning machines.

If DOT orders the contractors to start the work immediately after issuing the "Letter of Acceptance", they shall have to start the cleaning operations of the beach, at once, with manual operations AND / OR with machines at applicable rates.

During the mobilization period given for procurement of refuse compactor having 6 M.T capacity, contractor shall remove and transport the daily accumulated refuse from beach with help of dumper vehicles. The load of dumper shall be properly closed with tarpaulin and littering of refuse from dumper body shall not be allowed at any stage. The load body of the dumper shall be closed properly with thick tarpaulin (yellow colour) while transportation of refuse at disposal site for final disposal.

Signature of the Authorised Signatory / Signatories

Name of the concerned person(s) / company

Stamp

Date

NOTE : Remember to submit with Packet A : 1) Specification of new machines along with purchase and import documents OR „Assurance letters; 2) Proposal for Maintenance of beach cleaning machine; 3) Specification of new refuse compactor having 6 M.T capacity; 4) Proposal for deployment of additional equipment, if any.

**SECTION VI
ANNEXURES**

ANNEXURE „A“

INFORMATION REGARDING STATUS OF BIDDERS

(1)

a) Whether it is a proprietor concern _____

b) If so, name of the owner _____

(2) If it is a partnership concern, please furnish name of each partner and a copy of registration certificate

(3) In case of company, please furnish the documentary proof to show that the company is registered

Signature of the Authorised Signatory / Signatories

Name of the concerned person(s) / company

Stamp

Date

ANNEXURE „B“

EARNEST MONEY DEPOSIT

| 1 | Name of Work | Amount of E.M.D. |
|----------|---|---|
| | Comprehensive management of cleanliness of three beaches i.e. | |
| | Chandipur Beach | Rs. _____ |
| | Chandrabhaga Beach | Rs. _____ |
| | Gopalpur Beach | Rs. _____ |
| 2 | Contract Period | 5 Years |
| | Signature of Bid Issuing Officer | Signature of authorized person of concern/company |

ANNEXURE „C□

TECHNICAL AND INFRASTRUCTURAL ABILITY OF BIDDER

| | |
|--|--|
| <p>1) Beach Cleaning Machines Offered (indigenous / Imported)</p> <ul style="list-style-type: none">→ Type, size (over all dimensions, cleaning width),→ Capacity (cleaning speed of machine, container (hopper) volume and discharging height)→ Make with – (Nos. Used in India)→ Model with – (Nos. Used in India)→ Machine working in India for a period : (Attached the certificate of user)→ Power requirement (Prime Mover HP, Make Model)→ No Machines that shall be deployed→ Manufacturer□s Name→ Address, Tel No. Website→ E-mail, Fax→ Letter of license to manufacture in India OR Patent if any→ Manufacturers back up for spares and services <p>2) Manpower requirement worked out Working with Beach Cleaning Machine</p> <ul style="list-style-type: none">→ Skilled Personnel→ Unskilled→ Supervisors | |
|--|--|

→ Engineers

3) Refuse compactor offered

Manufactures Name

For Chassis

For compactor unit

Hopper capacity in Cu.M

Loading capacity in Cu.M / M.T

4) No. of containers of 1.1 cu.mt. capacity of DIN standard that will be provided at the beaches for effective collection and to avoid the backing of refuse.

5) No. of litter-bins of EN standard of minimum capacity of 120 ltr. that will be provided at every 100 mtr. intervals on the beaches for effective collection of refuse.

NOTE : Bidder(s) may use their own format to specify the above details. In such a case, their format should „at-least cover the information requested in the above table.

Signature of the Authorised Signatory / Signatories

Name of the concerned person(s) / company

Stamp

Date

ANNEXURE „D“

BEACH CLEANING WORKS EXECUTED IN THE PAST 4 YEARS

| Sr.No. | Name of the beach at which work completed (City, Country) | Organization / Authority under which carried out (reference name of organisation's Manager, Contact address and phone number) | Period (Starting date – Ending date) | Annualized contract value (In Indian National Rupees converted at the exchange rate as on the date of submission of Bid) |
|--------|--|---|--------------------------------------|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

** Remember to submit work-orders & performance certificate of listed jobs and other relevant documents for proof.

Signature of the Authorised Signatory / Signatories

Name of the concerned person(s) / company

Stamp

Date

ANNEXURE „E□

DISTANCE OF TRAVEL TO PRINCIPAL DISPOSAL SITE

| Sr.No. | Name of Beach | Principal Disposal site & distance |
|--------|---------------|------------------------------------|
| 1 | Chandipur | Within 10 Km |
| 2 | Konark | Within 10 Km |
| 3 | Gopalpur | Within 10 Km |

Note : The rate quoted shall be considered as for the principal disposal site

Signature of the Authorised Signatory / Signatories

Name of the concerned person(s) / company

Stamp

Date

ANNEXURE „F“

DETAILS OF TRACTOR WITH TROLLEY

| Sr.No. | Model / Type | Make | Registration No. | Whether owned | Whether at command | Total |
|--------|--------------|------|------------------|---------------|--------------------|---------|
| A | B | C | D | E | F | G (E+F) |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

Signature of the Authorised Signatory / Signatories

Name of the concerned person(s) / company

Stamp

Date

BID DOCUMENT - PACKET --,B□

SCHEDULE OF QUANTITIES AND RATES

(To be submitted on the Letter head of the Bidder/Lead Member)

Sub : Comprehensive management of cleanliness of Chandipur, Konark & Gopalpur beach for a period of 10 years.

Schedule of Quantities & Rates

| Sr. No. | Description of work | Year | Rate per day inclusive of all taxes (first year) / (in Rs.) | Total Cost per year (365 days) |
|---|--|----------------------|--|---------------------------------------|
| 1 | Comprehensive Management of cleanliness of Chandipur, Konark & Gopalpur beach as per specification, terms and conditions | 1 st year | | |
| Total cost for 1st year | | | | |

Basic per day rate of first year in Rs. _____

Note: The escalation in cost will be applicable at the rate at which the WPI index has changed over the preceding financial year.

Signature of the contractor
with seal and complete
address & telephone nos.

Trading under the name & style

UNDERTAKING FROM BIDDER

To

**The Director,
Department of Tourism, Government of Odisha,
Paryatan Bhawan,
Lewis Road, Bhubaneswar – 751014,
Odisha, India.
Telephone No: (+91) 674 2432177
Fax No: (+91) 674 2430887**

Sub : Comprehensive management of cleanliness of beaches i.e.
_____.

Sir,

I / We have read all the specifications, terms & conditions, schedule of quantity and rates as stipulated in the Bid under reference and accept the same.

Yours faithfully

Bidder / Bidder's Signature

Address_____

Office Stamp

Tel.No._____s