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Paryatan Bhawan, Lewis Road
Bhubaneswar-751014
Fax No.: +91 674 2430887
E-mail: info@odishatourism.gov.in

Government of Odisha
Tourism Department

No. 419 /TSM, Bhubaneswar, the 11.06.2020
T.Cord-II (S)-101/2020

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF
EMPANELLED AGENCY UNDER CATEGORY B FOR
REDEVELOPMENT OF WOODEN RESTAURANT SITE AT
CHANDRABHAGA, KONARK

Department of Tourism (DoT), Govt. of Odisha invites proposals from Category B Empanelled Architects of Tourism Department for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark.

The detail of RFP is available at https://dot.odishatourism.gov.in. Last date for submission of proposal is 06.07.2020 upto 4.00 PM.

Director & Addl. Secretary to Govt.
Request for Proposal
for
Selection of Empanelled Agency under Category B for
Redevelopment of Wooden Restaurant site at
Chandrabhaga, Konark

RFP No. [ ] Date. [ ]

ODISHA
INDIA'S BEST KEPT SECRET.

Department of Tourism,
Government of Odisha,
Paryatan Bhawan, Lewis Road, Bhubaneswar, 751014
Phone: (0674)2432177|Fax: (0674)–243887
https://dot.odishatourism.gov.in
DISCLAIMER

The information contained in this RFP document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Firm. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Firm and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
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Selection of Empanelled agencies under Category B for re-development of Wooden Restaurant site at Chandrabhaga, Konark

Schedule of Application Process

Department of Tourism (DoT) invites proposals from empanelled agencies under Category B for "Re-development of Wooden Restaurant site at Chandrabhaga, Konark"

Empanelled agencies are advised to study the document shared via email/ website https://dot.odishatourism.gov.in carefully before submitting their proposals. Submission of proposal shall be deemed to have been done after careful study and examination of this document.

Important Dates and Information:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date for submission of written/online queries for clarification</td>
<td>16:00 PM on 19.06.2020</td>
</tr>
<tr>
<td>Pre-Bid Meeting (Video Conferencing)</td>
<td>22.06.2020 till 12:00 PM</td>
</tr>
<tr>
<td>Last Date for Issue of clarifications of pre-bid queries/Addendum/Corrigendum (if any)</td>
<td>24.06.2020 till 17:00 PM</td>
</tr>
<tr>
<td>Last date of submission of proposal</td>
<td>06.07.2020 till 16:00 PM</td>
</tr>
<tr>
<td>Date and Time of opening of Technical Proposal</td>
<td>06.07.2020 till 17:00 PM</td>
</tr>
<tr>
<td>Date of Opening of Financial Proposal</td>
<td>To be intimated later</td>
</tr>
</tbody>
</table>

Queries will be received through info@odishatourism.gov.in and pmuodishatoursim@gmail.com
1. INTRODUCTION

Department of Tourism (DoT) in its endeavour to optimize the tourism potential of the Chandrabhaga, aims to redevelop the Chandrabhaga wooden restaurant site to its full potential for catering to a larger tourist footfall and offer fine dining facilities, food kiosks, live music sessions etc integrated at one destination.

It was in this background, DoT invites proposals from empanelled agencies under Category B for the preparation of a site plan, DPR and cost estimates for Wooden Restaurant Site at Chandrabhaga beach in Konark, Odisha.

Background and other information

The wooden restaurant site is located at near Chandrabhaga, Konark and in the vicinity of tourist attractions like Konark Sun temple, Chandrakhaga beach, Balukhand Sanctuary and Puri-Konark Marine Drive.
Chandrakhaga being the venue for the International Sand art festival and various other festivals, receives a large number of visitors every year. As per Dept of Tourism statistics, 42 Lakh No. of tourists visited Chandrabhaga during 2018.

The site is along National Highway 203A and located about 60 kms from Bhubaneswar and 28 Kms from Puri. The approximate area of the wooden restaurant site is 1 Acre.

Presently, destination Chandrabhaga lacks in quality facilities, services and amenities and this is attributed to the reason why visitors are not spending much time in the destination. In this background, Dept of Tourism has decided to develop the project site at Chandrabhaga beach into a tourist plaza with tourist facilities and services like dining, shopping, entertainment and other tourist amenities. Through this intervention Tourism Deptt. intends to address imminent needs of the visitors and thereby enhance the destination profile of Chandrabhaga beach.

Project site Details:
The layout map below shows the site along with existing structures like wooden restaurant, toilet complex, etc.

<table>
<thead>
<tr>
<th>SI</th>
<th>Details of the site</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Area</td>
</tr>
<tr>
<td>2</td>
<td>Distance from Konark sun temple</td>
</tr>
<tr>
<td>3</td>
<td>Location of the Wooden restaurant, Konark site</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The site was operated as a Wooden Restaurant by OTDC until 2019. Currently, the site has an existing Wooden restaurant structure (damaged by Cyclone FANI) and an existing toilet complex (Non-functioning). The existing wooden restaurant structure and the existing toilet complex together account for 15% ground coverage in the site.

The applicable rules and regulations to be followed while planning of the site are as follows-

- PKDA- Planning and Building Standards
Selection of Empanelled agencies under Category B for redevelopment of Wooden Restaurant site at Chandrabhaga Konark.

- CRZ – 2011 and 2019 norms
- ESZ norms as per Forest Conservation Act 1980 etc.

2. INDICATIVE PROJECT COMPONENTS

The proposed plan shall include components given below (But not limited to):

1. Retail shops
2. Food joints/ kiosks
3. Fine dine restaurants
4. Landscaping
5. Public toilets

Note:
- Provisioning of accommodation is not permitted development in this site.
- The existing toilet complex may be renovated/augmented/upgraded without changing the basic structure.

3. OBJECTIVE OF THE ASSIGNMENT

Department of Tourism, Government of Odisha intends to redevelop the Wooden restaurant site at Chandrabhaga to cater to offer its visitors unique, authentic and engaging experiences. For this purpose, DoT proposes to –

1. To study the preliminary characteristics of the site and carry out site analysis along with collection of relevant secondary data, identification of issues, opportunities and bottlenecks for redevelopment of the site.
2. Conceptualise, design and redevelop the site as a vibrant place for people to have an integrated experience including food, entertainment, live shows and shopping etc.

4. SCOPE OF WORK

The scope of work is to study the site, conceptualise, design and prepare the masterplan, DPR and cost estimates of the area as an integrated destination.

Part 1- Baseline Analysis

- Preliminary analysis of the existing situation with details of existing infrastructure
- Collection of all relevant secondary data / reports or site data available with Department of Tourism/ other govt. departments.
- Conduct in-depth Tourism resource analysis of the adjoining areas around the site to understand the scale of upgradation of the site.
- Identification of bottlenecks/issues for developing the site.
- SWOT analysis

Part 2- Conceptual Plan

- Propose a Conceptual plan with a focus on themes and sub-themes based on carrying capacity of the site.
- Prepare zoning plan and list different components and sub-components of the proposed Conceptual plan including details of exhibits and components.
Part 3- Detailed site Plan

- Detailed planning of the selected components and subcomponents with a view to maximize carrying capacity of the site.
- Finalisation of site plan along with visuals in the form of detailed drawings, walkthroughs and rendered 3D views along with Bill of Quantity (BOQ).
- Approval of building permission drawings from PKDA for development of the site and operationalisation of the project.

6. DELIVERABLES, TIMELINES AND PAYMENT TERMS

The list of deliverables and corresponding timelines are given in the table below.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Milestone</th>
<th>Description of Deliverable</th>
<th>Timeline</th>
<th>Payment terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Baseline Analysis report</td>
<td>Deliverables as per Scope of Work Part 1</td>
<td>T+10</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Concept report</td>
<td>Deliverables as per Scope of Work part 2</td>
<td>T+20</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Detailed site plan report</td>
<td>Deliverables as scope of work part 3</td>
<td>T+40</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Building permission from PKDA</td>
<td>Building permission from PKDA to be sought after DoT approves the final plan.</td>
<td>As and when approvals are sought</td>
<td>30%</td>
</tr>
</tbody>
</table>

Note: 'T' is the start of the engagement.

6. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The evaluation of the proposal will be completed in 2 steps:
- Step-1 Technical Proposal
- Step-2 Financial Proposal

Evaluation of the bids will be based on Quality cum Cost Based Selection (QCBS) mode with weightage of 70% and 30% for technical proposal and financial proposal respectively.

Step-1 Technical Proposal

The interested empanelled agencies must submit a conceptual plan of the site specifying themes and sub-themes. For each of the identified themes, the plan should reflect various components and sub-components. The content of the conceptual plan must consist the following:

<table>
<thead>
<tr>
<th>SI</th>
<th>Components of Technical proposal/Presentation</th>
<th>Marks (100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Brief understanding of the site</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Site characteristics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Existing Infrastructure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approach roads etc</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SWOT Analysis</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Broad vision, Approach and methodology</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

8|Page
Selection of Empowered agencies under Category B for redevelopment of Wooden Restaurant site at Chandrabhaga, Konark

<table>
<thead>
<tr>
<th>SI</th>
<th>Components of Technical proposal/Presentation</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Concept Plan</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>Conceptual components and sub-components</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

Note:-
- Drawings (indicative scale) must be prepared on software such as Auto CAD, REVIT, 3DMax, Google Sketchup, Corel draw, photoshop etc.
- Illustrations can be submitted in the form of sketches, 3D views etc.

Method of submission
The submission must be done in the form of soft copy as well as hard copy.
- Soft copies shall be emailed to info@odishatourism.gov.in and pmuodishatourism@gmail.com in the .dwg, .pdf, jpeg, .doc, .pptx etc.
- Hard copies must be submitted in A3 size as a part of sketches, 3D views etc.

Note- The applying agencies may be called for a technical presentation of the concept plan submitted.

Step 2 Financial Proposal:-

The financial bids of shortlisted applicants scoring at least 75% marks in the technical proposal (Agencies those score minimum 75% marks in the technical proposal i.e. ≥70 out of 100 marks) will be considered for financial proposal opening.

While preparing the Financial proposal, the applicants are expected to consider the requirements and conditions as per the tender document.

1. The financial proposal shall be quoted in lump sum and shall be submitted in the given format (Form 9)
2. All taxes and surcharges as applicable shall be paid by the selected agency. DoT will only reimburse the GST as applicable.
3. The financial proposal shall separately mention the GST amount.
4. Final quote should be inclusive of out of pocket reimbursable expenses.

1. **Technical Score**: The total score obtained by the applicant as per the technical proposal shall be the technical score (Ts) of the applicant. The technical score shall be calculated for Bidders after the presentation and shall be converted to weightage of 80.
2. **Financial Score**: The financial bid of the bidder would be opened after evaluation of technical bid. The lowest financial proposal will be given a financial score (Fs) of 20 points. The financial scores of other proposals will be computed as follows:

   \[ Fs = 20 \times F_M / F_1 \]

   \( F_1 \) = amount of Financial Proposal as quoted by the Bidder; \( F_M \) = Lowest financial quote.
3. **Combined and Final Evaluation**:
   Combined score shall be calculated based on Technical and financial scores of the Bidder as per QCBS system. Proposals will finally be ranked according to their combined Score (S) calculated based on technical (Ts) and financial (Fs) scores as follows:
   \[ S = Ts + Fs \]

4. **Selection of agency**:
   The Bidder securing the highest combined score would be the Selected Bidder. The Second and third Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

7. **SUBMISSION OF PROPOSAL: PACKING, SEALING AND MARKING OF PROPOSALS**

   **Part A**
   Technical Proposal for "Selection of Empanelled Agency under Category B for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark"

   **Part B**
   FINANCIAL PROPOSAL for "Selection of Empanelled Agency under Category B for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark"

Both the Envelopes i.e., Envelope for Part A and Envelope for Part B must be packed in a bigger sealed outer cover and clearly supercribed with the following:

**PROPOSAL**
For
Selection of Empanelled Agency under Category B for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark

The applicant's Name & Address shall be mentioned in the left-hand bottom corner of the outer envelope.

i. The envelope shall be addressed to Director Tourism at the following Address:

   The Director
   Department of Tourism
   Paryatan Bhawan, Museum Campus
   Lewis Road, Bhubaneswar - 751014, Odisha

ii. If the envelope is not sealed and marked as mentioned above, then DoT will assume no responsibility for the Proposals being misplaced or opened prematurely.

iii. The Financial Proposal shall follow Standard Form (Form B).

**Note:**

i. The proposals shall be typed or written in indelible ink and shall be signed by the authorized signatory of the empanelled agency.

ii. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Proposal prior to submission of the Proposal.
8. BID SECURITY

A Bid Security in the form of DD/ Bank Guarantee from any scheduled Commercial Bank in favour of "Director Tourism" payable/ encashable at Bhubaneswar for INR 50,000/- (Rupees Fifty Thousand only), is to be furnished by the empanelled agency along with the financial proposal.

Without the requisite, EMD the bid shall be treated as non-responsive and rejected. The format for bank guarantee has been provided in Form C.

The Bid Security submitted by unsuccessful applicants shall be returned after signing of agreement with the successful applicant.

DoT shall forfeit the Bid Security in the following scenarios-

i. If an applicant withdraws the proposal during the period of validity of the proposal.

Or:

ii. If the successful applicant fails to execute the agreement or the work assigned.

9. VALIDITY OF PROPOSAL

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

10. DOCUMENTS ACCOMPANYING THE PROPOSAL

i. Cover Letter as per the format in Form-A.

ii. Bid Security amount of INR 50,000/- (Rupees Fifty Thousand only) in shape of DD/ bank guarantee from any scheduled bank drawn in favour of "Director Tourism", payable/ encashable at Bhubaneswar in the format specified in Form C.

iii. Financial Proposal- The applicant must submit the Financial Proposal as per the format in Form-B with proper signature and seal of the Applicant.

11. DEADLINE AND MODE OF SUBMISSION OF PROPOSALS

Proposals filled in all respect must reach DoT at the address, time and date specified in Schedule of the Application Process through Speed Post, Registered Post or Courier or by hand delivery only. If the specified date for the submission of Proposals is declared as a holiday for DoT, the Proposals will be received up to the appointed time on the next working day.

12. LATE PROPOSALS

Proposals received after the deadline for submission of Proposals prescribed by will be rejected.
13. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

Any applicant may modify or withdraw its proposal after submission but prior to the deadline for submission of proposal, if DoT receives in time the written notice of the modification or withdrawal. The responsibility of submitting the modified bid, within the deadline for submission of proposal will rest solely with the applicant.

i. No applicant shall be allowed to modify its proposal after the deadline for submissions. Applicant shall be allowed to modify the bid after the last date, only if the same is requested by DoT, to accommodate clarifications on the proposal submitted subject to the proposal substantially conforming to the requirements of this solicitation.

ii. In the event of withdrawal of a proposal by any applicant within the validity period, the Bid Security submitted by the applicant shall stand forfeited.

14. PROPOSAL OPENING

DoT will open the Bid security envelope and check for responsiveness and based on that all financial Proposals will be opened in the presence of applicants or their authorized representatives who choose to attend the Financial proposal opening, at the date and time mentioned and in the following location:

Conference Room,
Paryatan Bhawan,
Lewis Road, Bhubaneswar

The applicant’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Proposal opening being declared a holiday for DoT, and Proposals shall be opened at the appointed time and location on the next working day.

The Financial Proposals of only those firms shortlisted based on the responsiveness shall be opened. The date and time of opening of the Financial Proposals will be intimated to the qualifying applicants later.

15. PERFORMANCE SECURITY AND AGREEMENT

DoT shall issue a Letter of Award (LoA) along with the Draft Contract Agreement to the Selected applicant post opening of the financial proposals. Within 15 days of such issuance the selected firm is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 10% of the project consultancy charges and enter into the contract agreement with DoT and start the work on an immediate basis.

16. TERMINATION OF CONTRACT

Either party can terminate the agreement by giving 30 days prior written notice.

17. RIGHT TO ACCEPT OR REJECT

DoT reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the term and condition at any time, without assigning any reason whatsoever.
18. DISPUTES

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

19. LIABILITY

The Liability of the selected Agency in any case shall not be beyond the amount of fees payable to the selected Agency.

20. INDEMNITY

The Selected Agency always during the pendency of this agreement, keep the Government/DoT indemnified to an amount not exceeding the total fees payable to the Selected Agency under this agreement.

21. CONFIDENTIALITY

The Selected Agency shall treat the details of the output of the Assignment and the Services as confidential and for the Selected Agency's own information only and shall not publish or disclose the details of the output deliverables / milestones submitted to Selected Agency or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the competent DoT.
FORM A – COVER LETTER

(To be submitted on letter head of the applicant duly signed by authorized signatory)

To,
The Director
Department of Tourism
Paryatan Bhawan, Museum Campus
Lewis Road, Bhubaneswar - 751014, Odisha

Subject: “Selection of Empanelled Agency under Category B for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark”

Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the Document issued by DoT. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents. We undertake, if our Proposal is accepted, to deliver services as specified in the document.

We acknowledge that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We are enclosing Bid Security of INR 50,000/- (Rupees Fifty Thousand Only) in the Form of Demand Draft / BG (DD / BG No...... Dt............... drawn on (..................) in favour ‘Director Tourism’, payable/ encashable at Bhubaneswar. The validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that DoT reserves the right to reject any application without assigning any reason thereof.

Yours faithfully,

Signature of Authorized Person and seal

Name and Designation

Name of the Company
FORM B - FINANCIAL PROPOSAL

(To be submitted on letter head of the applicant duly signed by authorized signatory)

Date:

To,
The Director
Department of Tourism
Paryatan Bhawan, Museum Campus
Lewis Road, Bhubaneswar - 751014, Odisha

Sub: Financial Proposal for Selection of Empanelled Agency under Category B for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark

We, the undersigned, offer to provide the services for the above scope of services in accordance with your RFP. Our total financial quote (exclusive of applicable GST) is as given below:

| Lumpsum Financial Quote | (in INR Figures and Words) |

Note: GST will be paid extra at applicable rate.

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

This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses. The Financial proposal is without any condition.

Yours Faithfully,

Signature of Authorized Person and seal

Name & designation:
FORM C - PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No._________ Dated _________ or RFP for Selection of Empanelled Agency under Category B for Redevelopment of Wooden Restaurant site at Chandrabhaga, Konark [herein after referred to as the DoT] M/s __________ [Herein after referred to as Consultant (s)] wish to participate in the said tender and a Bank Guarantee for the sum of INR __________ valid for a period of __________ days (in words) is required to be submitted by the Bidder towards the Bid Security.

1. We the ___________________________ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of the Consultant do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by DoT an amount not exceeding INR __________ to the DoT, without any reservation. The guarantee would remain valid up to __________ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Consultant on whose behalf this guarantee has been issued.

2. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DoT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DoT by reason of any breach by the said Consultant [s] of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR __________ (in words).

3. We, the Bank undertake to pay the DoT any money so demanded notwithstanding any dispute or disputes so raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto. Our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

4. We, the Bank or our local branch at Bhubaneswar further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of __________ days and it shall continue to be so enforceable till all the duties of the DoT under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till DoT certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Consultant[s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the __________ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the Bank or our local branch at Bhubaneswar further agree that the DoT shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or...
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to extend time of performance by the said Consultant[s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT against the said Consultant[s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Consultant[s] or for any forbearance act or omission on the part of the DoT or any indulgence by the DoT to the said Consultant[s] or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Consultant[s].

7. We, the Bank or our local branch at Bhubaneswar lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the DoT in writing.

8. We, the Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Orissa.

Dated ______________ Day of 2020.

Witness (Signature, names & address)

For __________ [Indicate the name of Bank] 1.

Power of Attorney No. ________ Date: ________

SEAL OF BANK

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