REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF AN AGENCY FOR OPERATION & MANAGEMENT OF PARKING AREA, PUBLIC TOILETS AND GOLFCARTS AT LINGARAJ TEMPLE IN BHUBANESWAR UNDER PUBLIC PRIVATE PARTNERSHIP

Department of Tourism
Paryatan Bhawan, Lewis Road, Bhubaneswar 751 014 Phone: (0674) 243 2177 | Fax: (0674) – 243887

https://dot.odishatourism.gov.in
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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 Agency. 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.

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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 Agency 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 Proposal 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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Department of Tourism
Paryatan Bhawan, Lewis Road, Bhubaneswar - 751014
Email: oritour@gmail.com

Schedule of Bidding Process

Department of Tourism (DOT) invites technical and financial proposals from prospective bidders for Operation & Management of Parking Area, Public Toilets and Golfcart at Lingaraj Temple in Bhubaneswar, Odisha under PPP mode in accordance with the conditions and manner prescribed in the RFP document.

Prospective bidders are advised to study the RFP document, available at https://dot.odishatourism.gov.in, carefully before submitting their proposals in response to the RFP. Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

Important Dates and Information:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of Issue of RFP Document</td>
<td>08/03/2019</td>
</tr>
<tr>
<td>2</td>
<td>Site Visit (during office hours)</td>
<td>11/03/2019 to 15/03/2019</td>
</tr>
<tr>
<td>3</td>
<td>Last date for submission of written / online queries for clarification</td>
<td>16/03/2019, up to 17.00 Hrs</td>
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<tr>
<td>4</td>
<td>Pre-Bid Meeting</td>
<td>20/03/2019, 12.00 Noon</td>
</tr>
<tr>
<td>5</td>
<td>Last date of proposal submission</td>
<td>23/04/2019, 15.00 hrs</td>
</tr>
<tr>
<td>6</td>
<td>Technical Bid Opening</td>
<td>23/04/2019, 16.00 hrs</td>
</tr>
<tr>
<td>7</td>
<td>Financial Bid Opening</td>
<td>To be intimated later</td>
</tr>
</tbody>
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1. INTRODUCTION

1.1. Department of Tourism

Department of Tourism (DOT) aims to develop Odisha as one of the most preferred tourist destinations and to place it prominently on the domestic and international tourism map. DoT, in its endeavour to optimize the tourism potential of the State, is giving special importance to create and offer good quality of tourism infrastructure across the state.

1.2. Objective

1.2.1. DoT, has developed and procured the following assets/infrastructure in the Yatri Niwas complex at the famous Lingaraj Temple with the intention of providing the visitors with good quality services and amenities to the visitors.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Area/ Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Parking Area</td>
<td>4.246 sqm</td>
</tr>
<tr>
<td>ii.</td>
<td>No. of toilets (male- on ground floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>iii.</td>
<td>No. of toilets (female- on ground floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>iv.</td>
<td>No. of toilets (male- on first floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>v.</td>
<td>No. of toilets (female- on first floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>vi.</td>
<td>Golf carts (6 seater)</td>
<td>5 nos.</td>
</tr>
<tr>
<td>vii.</td>
<td>Golf carts (12 seater)</td>
<td>5 nos.</td>
</tr>
</tbody>
</table>

1.2.2. In preview of above, DoT invites proposal from prospective bidders meeting eligibility criteria and fulfilling other term & conditions of bidding process as mentioned in this RFP, for Operation & Management of Parking area, public toilets and Golf Carts at Lingaraj Temple in Bhubaneswar under PPP mode. These assets/amenities shall be leased out for a total period of 10 years which may be extended for a further period of 5 years or for such period as may be decided by DoT upon satisfactory performance of the selected bidder. Such extension shall be subject to further payment of upfront concession fee. Such fee shall be calculated on pro rata basis for the period to be extended, based on upfront concession fee quoted by selected bidder and applicable inflation (WPI or CPI which-ever is higher).
1.3. The bidding process for the selection of suitable Agency for this project will be carried out following a Single Stage, 2 (Two) packet system i.e submission of Technical and Financial Bid separately. The Eligibility of the bidders to bid in the RFP stage will depend upon their meeting in entirety the minimum qualification criteria as laid down in this RFP Document at all times during bidding process. The technical and financial assessment would be carried out as a part of the current bidding and evaluation process.

1.4. The work shall be awarded to the qualified Bidder quoting the highest “Upfront Concession Fee” for the scope of work mentioned in Clause 2 of this RFP.

1.5. Interested bidders may download the RFP document from the website – https://dot.odishatourism.gov.in. The bids complete in all respect should be submitted in the manner specified in the RFP document.
2. SCOPE OF WORK

2.1 For Parking Area:
   i. The operator shall be liable to bear license/permission fee or any statutory liabilities as may be applicable.
   ii. The operator shall charge user fee from the users and will issue a ticket as token of receipt.
   iii. The user charges shall be fixed by the operator with the prior approval of DoT. The decision of DoT in this regard shall be the final and binding on the operator.
   iv. The parking area shall be used for the parking purpose only and no any other activity shall be undertaken or allowed to be undertaken by the operator.
   v. The operator shall obtain all the license required to operate and manage the parking area. Cost of obtaining such license shall be borne by the operator.
   vi. The operator shall honour the “Parking Passes/Stickers” issued by DoT and will not charge any parking fees from the user of such vehicles having “Parking Passes/Stickers” issued by DoT. Such non-charging of parking fees by the operator shall have no interference on annual concession fees to be paid by the operator to the DoT, and the operator shall not make any claim on the account of non-charging of parking fees from such vehicles. Such “Parking Passes/Stickers” shall be valid on calendar year basis, and maximum number of such passes/stickers issued by DoT may not exceed 500 every year.
   vii. The operator shall maintain a register to enter complaints by the users regarding parking and/or services. The operator shall monitor the same and shall take corrective action. The operator shall provide monthly report to the DoT on complaints made and corrective action taken thereon.
   viii. The operator shall take metered electricity required for parking area and will bear the monthly cost.
   ix. Ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot.
   x. Ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot.
   xi. The operator shall be responsible for any theft/damage/loss of vehicles parked in parking lots and shall be responsible for settlement of the dispute, if any, including under the Court of Law, and also follow all instructions and guidelines issued by Police / statutory rules & regulations / DoT for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.
   xii. The operator is not allowed to sublet/outsource the parking lots under this RFP.
   xiii. The operator shall keep the parking area neat and clean all the time. He shall also maintain the green area, if any.
   xiv. Beautification & temporary structure, if any required, shall be done by the
operator at his own cost and that will be the asset of DoT. On completion of lease period or prior termination, no cost or compensation shall be payable in this regard.

2.2 For Operation & Maintenance of public toilets

(i) The operator shall operate and maintain these toilet facilities allotted to them as per the norms laid down in the RFP.

(ii) The toilets shall open for use from 5 a.m. to 10 p.m. It shall be opened for use on all days of a year including holidays. DoT shall have right to change and fix the timing of opening and closing of toilet facility.

(iii) The operator shall ensure continuity of services so that toilet facility should be available for use and functional throughout the operating time on a consistent basis.

(iv) There shall be a caretaker present at each toilets at all times during operation hours. He shall be responsible to collect the user fee as decided by the operator with prior approval of DoT.

(v) The operator shall ensure cleaning of the toilet units and the information panel installed, if any.

(vi) The operator shall undertake necessary cleaning, supervision & repairing of electrical, plumbing or any other defects. Any cost incurred for these purposes shall be borne by the operator.

(vii) The operator shall ensure availability of adequate water for general cleanliness of the units and for the use of public visiting these toilet units.

(viii) The operator shall make available required consumables such as broom, mop, disinfectants, hand wash soap/ liquid, phenyl, bathroom cleaner or any other required consumable for each toilet.

(ix) The operator shall ensure that requisite quantity of cleaning materials such as scented Phenyl, acid, naphthalene balls and other cleaning agents are used to ensure that each toilet looks clean and is free from foul smell.

(x) The operator shall ensure that damaged parts of toilet units are replaced within 7 days of such event or within such days as may be specified by DoT on its own/receiving complaints.

(xi) The operator shall not display or exhibit any picture/poster or any other article in any part of the premises or on the toilet units without the approval of DoT.

(xii) The operator shall ensure adequate electricity supply for proper lighting inside and outside the units. There should be adequate power-back-up facility to provide continuous illumination. The electricity charges shall be paid & borne by the operator.
(xiii) The premises of the toilets shall not be used by the operator other than for which it is allowed under this RFP for Operation and Management.

(xiv) The operator shall install dustbins near the toilet unit and disposal of the collected waste is the responsibility of the agency. The solid waste collected in the toilets or within 10 meters around it shall be regularly removed and disposed in a proper manner as per Solid Waste Management Rules, 2016 and other applicable laws, rules, etc.

(xv) The safety and security of toilets rests with the operator. The operator shall ensure maintenance of lighting arrangements to ensure proper illumination of all the toilets areas. The agency shall deploy staff so that minimum 1 personnel is available during the operational hours at each toilet who shall be responsible for user-charge collection, security and safety of toilet, maintenance of suggestions booklet, reporting of problems, if any, clearing of choking if any. The personnel deployed shall be in proper uniform and should be trained by the operator regarding his duties as well as dealing with public.

(xvi) The agency shall have to maintain a suggestion and complaints book in each of the toilet and the copy of the same should be submitted to DoT every month.

2.3 For Operation & Maintenance of Golf Carts:

(i) Operate the Golf Carts in compliance with terms contained herein including the directions as may be given by DoT form time to time.

(ii) Golf carts shall be used for the purpose of carrying visitors especially senior citizens only from the Yatri Niwas at Lingaraj temple to Lingaraj temple. The operator shall not use the golf carts for the purpose other than as mentioned herein.

(iii) Shall not charge any user charges from the users unless specified by the DoT. In case the operator found charging any charges from users, DoT may impose and recover the penalty as it deems fit or may taken actions as it deems fit.

(iv) Ensure uninterrupted services of golf carts to the visitors Also ensure that golf carts has been charged sufficiently for an uninterrupted services.

(v) Maintain the golf carts in good operable conditions in accordance with Good Industry Practices.

(vi) Ensure that safety and security of passengers and any third person on the golf carts is maintained at all times.

(vii) Shall undertake the regular repair & maintenance of the golf carts and shall
borne the cost thereof.

(viii) Shall ensure that charging point are in working condition at all the time and in case of any repair & maintenance ids required, then same has been undertaken within 24 hour.

(ix) Shall replace the battery as and when required during the lease period and shall borne the cost of the same.

2.4 General Scope of Work:

(i) The parking area, public toilets and golf carts shall be handed over to selected operator on ‘AS IS WHERE IS CONDITION’. Any improvements need to be done only by the operator at his own cost with written approval of DoT. The operator shall not be allowed to construct, extend or bring any structural changes in the property. Any kind of repairs, if required during the lease period, can be taken by the operator at its own cost with the written consent of the DoT and the operator shall maintain the assets/amenities in good condition. The expenditures incurred on the improvements/ repairs etc shall be exclusively borne by the operator and no any reimbursement shall be allowed.

(ii) The operator shall be given the rights to operate & manage the assets/amenities only. The operator shall be responsible to put up signage as per direction of DoT. All signage designs shall be approved by the DoT. The operator shall bear the license/permission fee as per applicable rules & regulations.

(iii) The operator shall take over the assets/amenities and start the operation within 1 months’ time from the date of signing of agreement, failing which the DoT shall have the right to terminate the agreement and encash performance security.

(iv) All rates, taxes, charges, claims as applicable shall be borne by the operator.

(v) The DoT/ Authorised representative shall have the right to inspect the assets/amenities at any time with or without prior intimation to the operator.

(vi) The operator shall not encumber the assets by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner. The operator shall not raise any kind of finance or funding in the name of assets under any conditions whatsoever. The operator shall be allowed to use the assets/amenities on ‘Right-to-use’ basis.

(vii) The operator has to confine his activities only within the specified area handed over to him and for operation and maintenance of the assets/amenities handed over to him.
(viii) The operator shall be solely liable for any damages/criminal liability arises due to fault of the operator or for any other reason. The operator shall alone liable to all third party claims, if any.

(ix) The operator shall borne the cost of electricity, water and any other charges. The proof of payment of electricity and other charges shall be submitted with DoT every month.

(x) The operator shall deploy adequate number of qualified and experienced persons to ensure efficient and high standards of services. All staff members should be provided with Uniforms as approved by the DoT. Each personnel employed or engaged by operator shall wear a photo identity card provided by the operator and as approved by DoT. The operator shall be liable to comply with the labour Law, P.F. E.S.I, etc in relation to the establishment.

(xi) The operator must employ adult labour only. Employment of child labour will lead to the termination of the agreement. The operator shall engage only such workers, whose antecedents and character have been thoroughly verified and after police verification and other formalities. Police verification certificate may be produced for each and every worker engaged by the operator.

(xii) The operator shall maintain sufficient fire safety measures all the time as per applicable rules and regulations.

(xiii) In case of any difficulty in carrying out the term of the agreement or in case of any difficulty in interpretation of any provision of this agreement the decision of the DoT shall be final & binding.

(xiv) The designated assets/ amenities shall be handed back by the operator to DoT after completion of the contract period in serviceable and good condition completely.

(xv) Insurance of property

(i) Operator shall take adequate coverage of insurance for the property and all substances which have been declared to be hazardous substances under the notification issued from time to time under the above-mentioned Act or any rule framed there under. The Operator shall at its own cost insure the property as specified in this RFP against any such risk to the property or properties due to the fault and negligence of the Operator during the subsistence of the agreement in the name of DoT.

(ii) The Operator shall take adequate coverage of insurance for the property and properties against damage, destruction by fire, flood, earthquake, mob violence, or such other causes.
3. GENERAL TERMS AND CONDITIONS

3.1 Scope of the Proposal

3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirement relating to this assignment are specified in the RFP. The intending Bidders should participate in the selection process in response to this invitation.

3.1.2 The Applicant shall submit their proposal in the form and manner specified in the Schedule of the RFP. The Financial Proposal shall be submitted in the aforesaid format. Upon selection, the Applicant shall be required to enter into an agreement with DOT as per aforesaid format.

3.2 Brief Description of the Selection Process

The evaluation of the proposal will be completed in 2 Steps:

- Step 1 – Opening of Technical Proposal
- Step 2- Opening of Financial Proposal

The entire bidding process has been explained elaborately in Clause 5 of this RFP document.

The selection of Operator will be based on the evaluation on the parameter mentioned under the following evaluation criteria.

3.3 Minimum Eligibility Criteria

3.3.1 The applicant must be a company registered under the Companies Act 1956/ the Companies Act, 2013 or a Limited Liability Partnership registered under the LLP Act, 2008 or partnership or proprietorship.

3.3.2 The Applicant meeting the following minimum eligibility criteria, should submit the proposal:

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<tr>
<th>S.No</th>
<th>Eligibility Criteria</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Technical</td>
<td>(a) The applicant should be in existence for at least 3 years before proposal due date.</td>
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<tr>
<td></td>
<td></td>
<td>(b) The applicant should have 3 years of experience of operating and managing of any parking with an area not less than 2000 sqm. Proof of the same needs to be submitted along with the documents. <strong>and/or</strong></td>
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<tr>
<td></td>
<td></td>
<td>(c) The applicant should have operated and managed toilets of any Government Department or agency in the last 3 years or similar work in sanitation.</td>
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</table>
2 Financial Average Annual Turnover of the Applicant shall be INR 5.00 Crore or more during the last three Financial Years i.e 2015-16, 2016-17 & 2017-18.

3 Net worth Firm should have Net Worth of at least INR 50 Lakhs in the Last 3 Financial Years.

4 Statutory Registration Should have valid GST registration, Labour Licence and EPF & ESI registration.

Note:

a) The bidder must submit a Proof of Registration of the legal entity (Certificate of Incorporation)

b) Audited Balance Sheets of the last three financial years must be submitted in support, without which the bid may not be considered.

c) Certificate of Statutory Auditor/ Chartered Accountant for Annual Turnover and Net worth for last three financial years must be provided.

d) The bidder must submit copy of work orders and its completion certificates of assignments issued by the client.

e) Must submit the GST registration certificate & PAN Card Copy, Labour License and EPF & ESI Registration.

3.4 Fee & Deposits to be Paid by the Applicant

3.4.1 Earnest Money Deposit (EMD) & Cost of RFP Document

(a) The proposal shall be accompanied by an EMD for a value of INR 1,00,000/- (Rupees One lakh only) in the form of Bank Guarantee issued by Scheduled commercial Bank or in form of Demand Draft issued in favour of “Director Tourism” payable at Bhubaneswar.

(b) The proposal shall also be accompanied by non-refundable document Fee for a value of INR 11,200/- (including 12% GST) (Rupees Eleven thousand two hundred only) in the form of Demand Draft/ Bank Guarantee issued by a Scheduled Commercial Bank in favour of “Director Tourism” payable/ encashable at Bhubaneswar.

(c) The EMD shall be valid for a minimum period of 180 days from the Proposal Due date. On request from DOT, the Applicants would be required to extend the validity of the Proposal Security on the same terms and conditions.

(d) Any Proposal submitted without EMD & document fee in the form as specified in the RFP document shall be summarily rejected.
(e) The EMD of the successful bidder shall be refunded on the submission of the Performance Guarantee

(f) The EMD of Applicants whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, will be returned / refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by DoT to the Applicant. The EMD may be forfeited by DOT, in the following cases:

(i) If the Applicant withdraws his Bid/ Proposal after Technical Proposal opening and during the proposal validity period.

(ii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to sign the Agreement.

(iii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to furnish the required Performance Security in the form of Bank Guarantee issued in favour of “Director, Department of Tourism” payable at Bhubaneswar.

(iv) Or fails to start the work within stipulated period.

3.5 Performance Security

The Selected bidder, for due and faithful performance of its obligations under the Management Contract, shall be required to provide a “Performance Security” for the amount of INR 10,00,000/- (Rupees Ten lakhs) only in the form of a ‘Bank Guarantee’ from a scheduled commercial bank, to Department of Tourism prior to signing of Agreement. The performance security shall remain valid till the end of the contract period.

Annual Lease Rent

(i) The Operator shall, from the date of signing of agreement and regardless of the execution of the Lease Deed make payment of an amount equal to 10% of Upfront Concession fee quoted towards annual lease rent (the “Annual Lease Rent”) to DoT for the contract period. The Annual Lease Rent shall become payable from the date of signing of agreement itself. The Operator shall pay to DoT the Annual Lease Rent in advance for each financial year latest by the 10th day of April. However, the Annual Lease Rent for the remaining period of the first Financial Year shall have to be paid within 10 days of the date of signing of agreement.

(ii) The Annual Lease Rent shall be subject to an increase of 5% (five percent) every year during the entire contract period.
(iii) On delayed payment within the period specified in Clause 3.6(i), the Operator will be liable to pay penal interest on the amount due to the DoT at SBI Base Rate + 6% per annum from the respective due dates till the amount is fully paid to the satisfaction of DoT.

3.6 Application per Applicant

Each applicant shall submit only one application for this Assignment. Violation of this shall lead to disqualification of the applicant.

3.7 Due Diligence, Inspection and Investigation

The Applicants shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Assignment, including visiting the sites mentioned in the RFP and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site and other data with DOT, applicable laws and regulations or any matter considered relevant by them.

The interested bidders can inspect the property at Lingaraj Yatri Niwas, Bhubaneswar from 06/03/2019 to 15/03/2019 (during office Hours). DoT officials will facilitate visit of the existing infrastructure.

3.8 Validity of Proposal

3.8.1 The Proposal shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the due date of submission (“Proposal Validity Period”). DoT reserve the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of DOT with same terms & condition.

3.8.2 An Applicant agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension.

3.8.3 The validity of the proposal of the Successful Applicant shall be extended till the date of execution of the Contract.

3.9 Right to Reject the Proposal

Notwithstanding anything contained in this RFP Document, DoT reserve the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon an Applicant or create any obligation / liability upon DoT of any type whatsoever.
3.10 Interpretation

In case of any ambiguity in the interpretation of the conditions of the Selection and scale of charges, the interpretation of the DoT will be final and binding on the parties to the conditions of Selection.

3.11 Disputes

3.11.1 All disputes between the Successful Applicant and DoT shall be settled as per the Dispute Resolution procedure elaborated in the Draft Management Contract. During the bidding process no dispute of any type would be entertained. Even in such cases where DoT ask for additional information from any Applicant, the same cannot be adduced as a reason for citing any dispute.

3.11.2 The courts at Bhubaneswar alone shall have the exclusive jurisdiction on any dispute arising out of this RFP document.

3.12 Award of Project

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by DoT to the Selected Applicant and the Selected Applicant shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement may be forfeited by DoT and the next eligible firm may be considered for the project.

3.13.1 Signing of the Agreement

The preferred agency required to execute the agreement with DoT within such time period from the date of issue of LOA, as specified by DoT.

3.13 Consortium

The Bidders are not allowed to form consortium or joint venture for participating in the project.

3.14 Proprietary Data
All documents and other information provided by DoT or submitted by an Applicant to DoT shall remain or become the property of DoT. Applicants have to treat all information as strictly confidential. DoT will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the applicant to DoT in relation to the Service shall be the property of DoT.

3.15 Monitoring Mechanism

The DoT or its authorised representative may inspect/monitor the property at any time with/without intimation to the operator to check whether property is being maintained by the operator in a condition satisfactory to DoT. It will also be monitored that property is being used for the only purpose for which it has been leased out and services being provided by the operator are also satisfactory to the DoT.
4. SUBMISSION OF APPLICATION

4.1 General

Applicants may send their queries to DoT in writing in oritour@gmail.com during the period as mentioned in the Schedule of RFP. All the Applicants will be sent clarification to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by DoT.

4.2 Pre-Bid Meeting

(a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.

(b) The Applicants designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the following date and place:

Date of Pre-bid Meeting: 20/03/ 2019, 12 Noon

Venue:
Conference Hall
Department of Tourism, Paryatan Bhawan, Museum Campus
Lewis Road, Bhubaneswar- 751014

4.3 Amendment of RFP

At any time prior to the Proposal Due Date, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP through the issuance of Addendum/ corrigendum or may also issue a revised RFP. This will be uploaded to the DoT web site (https://dot.odishatourism.gov.in/) which will also treated to be a part of the RFP document.

4.4 Preparation and Submission of Proposal

The Applicants are to submit the EMD, document Fees, Technical & Financial Proposal in three separate sealed covers and all the covers packed in one sealed packet mentioning the name of the project is to be sent to the following address. Completed proposals shall be accepted on or before the specified date and time at DoT at the address given below.

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

4.5 Language and Currency
4.5.1 The Proposal and all related correspondence and documents shall be written in English language.

4.5.2 The currency for the purpose of the Proposal shall be INR.

4.6 Sealing and Marking of Proposal

4.6.1 The proposals shall be sealed, marked and submitted as explained below:

(a) **Envelope No.1** containing the EMD and document Fees shall be marked as “EMD” & “Bid Document Fee” for “Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode”. The Envelope 1 shall contain the following:
   i. The EMD as prescribed 3.4.1(a)
   ii. Bid document fee in the form of a Demand Draft

(b) **Envelope No. 2** duly marked as “Technical Proposal” for “Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode” and shall contain the following:
   - Covering Letter as per format provided in Form-1
   - Details of applicant in Form-2
   - List of relevant works carried out in last five years as per Form-3.
   - Power of Attorney for signing of proposal in Form-4 (if applicable)
   - EMD in form of DD or Bank guarantee in format as per Form-5
   - Copy of registration / incorporation certificate of the company/firm.
   - Copy of GST Registration Certificate
   - Annual Audited reports (Turnover certificate along with balance sheet and profit loss account duly certified from a chartered Accountant of last three consecutive years (i.e. for 2015-16, 2016-17 and 2017-18). Proof Net worth Certificate for last three financial years (i.e. for 2015-16, 2016-17 and 2017-18) duly certified by Chartered Accountant.

(c) **Envelope No. 3**, duly marked as “FINANCIAL PROPOSAL” for “Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode” and contain the following:
   i. financial proposal as per Form-6

(d) Both the Technical and Financial Bid shall be placed within an Outer Envelope on which it shall be clearly written RFP for “Selection of an Agency for
Operation & Management of Parking Area, Public Toilets and Golf-carts at Lingaraj Temple in Bhubaneswar under PPP mode”.

(e) If the envelope is not sealed and marked, as instructed above, Department of Tourism assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

(f) The Bids shall be received at the below address until proposal Due Date. Bidders shall submit their Proposals by registered post/speed post/courier only so as to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be no drop box facility available and hand delivery is not allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

Address: Department of Tourism,
Paryatan Bhawan, Museum Campus,
Lewis Road, Bhubaneswar-751014 (Odisha)
5. EVALUATION OF BIDS

5.1 STEP-1: TECHNICAL EVALUATION

5.1.1 The Technical Proposals will first be evaluated to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:

a) the Technical Proposal and all documents specified in Clause 4.6.1 are received in the prescribed format;

b) the Proposal is received by the Proposal Due Date, including any extension thereof;

c) it is signed, sealed and marked in accordance with the provisions of the RFP, including specifically, as per Clause 4.6;

d) it contains all the information and documents (complete in all respects) as requested in the RFP; and

e) it does not contain any condition or qualification.

5.1.2 DoT shall evaluate and determine whether the Bidders who have submitted responsive Technical Proposals satisfy the eligibility criteria.

5.1.3 If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.

5.1.4 In order to determine whether the Bidder satisfies the eligibility criteria, DoT will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which DoT receives from the Bidder upon request by DoT.

5.1.5 Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, DoT reserves the right to reject the Proposal.

5.1.6 Upon completion of evaluation of the Technical Proposals, DoT will notify the Bidders on the date specified in the Bid Schedule, whether they are qualified and eligible for opening of Financial proposal. The Financial Proposals of those Bidders who do not qualify will not be opened.

5.2 Step II: Opening of Financial Proposal

5.2.1 The bidding parameter for selection of the Selected Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the Annual
Concession Fee to be quoted by the Bidder in INR. DoT shall open the Financial Proposals of only the qualified Bidders and evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found -

(a) not to be complete in all respects; or
(b) not duly signed by the authorized signatory of the Bidder; or
(c) not to be in the prescribed format; or
(d) to contain alterations, conditions, deviations or omissions

then such Financial Proposal shall be deemed to be substantially non-responsive.

5.2.2 In the presence of representatives of the technically qualified Bidders that choose to be present at the opening of financial proposal meeting, DoT shall follow the procedure set out below for selecting the Selected Bidder:

(a) DoT shall first tabulate the Annual Concession fee quoted by each qualified Bidder that has submitted a substantially responsive Financial Proposal.

(b) In the course of tabulation, if DoT finds a discrepancy between words and figures quoted for the annual concession fee, then the amount in words shall prevail.

(c) Once the Annual Concession fee by each eligible Bidder in a substantially responsive Financial Proposal have been tabulated, DoT shall rank the eligible Bidders based on the Annual Concession fee tabulated by DoT. The eligible Bidder who has quoted the highest Annual Concession fee shall be the Preferred Bidder H1; the eligible Bidder that has quoted the second highest Annual Concession fee will be the second Preferred Bidder - H2.

(d) The Preferred Bidder shall ordinarily be the Selected Bidder.

(e) If 2 (two) or more qualified Bidders are ranked the Preferred Bidder, then DoT, in its sole discretion, may take any measures as it deems fit, including inviting fresh Financial Proposals or selecting the Bidder with the higher Net worth.

5.2.3 If the H1 Bidder is disqualified or rejected for any reason whatsoever, then the DoT reserves the right to -

a. select the H2 Bidder as the preferred Bidder for the Project; or
b. take any such measure as may be deemed fit in the sole discretion of DoT, including inviting fresh Financial Proposals from the qualified Bidders or annulling the entire Bid Process.
5.2.4 In case, DoT select the H2 bidder as preferred bidder, then H2 bidder shall be asked to match the Annual Concession fee quoted by him with Annual Concession fee quoted by H1 bidder. In case H2 bidder does not match with the H1 bidder proposal, then DoT shall have right to take any such measure as may be deemed fit in the sole discretion of DoT.

5.3 Award of the Project

5.3.1 After completing the evaluation of the Financial Proposals and identifying the Selected Bidder, DoT shall issue the LOA to the Selected Bidder, indicating its intention for signing the Management Contract.

5.3.2 The Selected Bidder shall execute the Management Contract within 15 (fifteen) days of the issuance of the LOA by the DoT.

5.3.3 Upon issuance of such LOA to the Selected Bidder and before execution of Management Contract, the Selected Bidder shall be required to,

(a) sign and stamp the LOA and send it to DoT as acknowledgement of the LOA; (Within 7 days of issuance of LoA)
(b) pay the Upfront Concession; (within 15 days of issuance of LoA).
(c) submit the performance bank guarantee as mentioned in clause 3.5 (within 15 days of issuance of LoA)

5.3.4 DoT shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Management Contract provided by DoT.

5.3.5 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Development Agreement, DoT may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If DoT elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 5.2.2 and 5.2.3 shall follow.

5.3.6 If the Selected Bidder fails to satisfy the conditions specified in Clause 5.3.3 above or fails to execute the Management Contract on or before the date stipulated in the LOA, DoT may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If DoT elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 5.2.2 and 5.2.4 shall follow.

5.3.7 The cost of execution of Management Contract and any other related legal documentation charges and incidental charges will be borne by the Selected Bidder.
5.4 Payment of annual Concession Fee:

5.4.1 The Operator shall pay to DoT the Annual Concession Fee in advance for each financial year latest by the 10th day of April. However, the Annual Concession Fee for the remaining period of the first Financial Year shall have to be on or before the signing of agreement.

5.4.2 On delayed payment within the period specified in Clause 5.4.1, the Operator will be liable to pay penal interest on the amount due to the DoT at SBI Base Rate + 6% per annum from the respective due dates till the amount is fully paid to the satisfaction of DoT.
### Annexure- I

**Details of facilities/ assets available at Yatri Niwas**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Area/ Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Parking Area</td>
<td>4.246 sqm</td>
</tr>
<tr>
<td>ii.</td>
<td>No. of toilets (male- on ground floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>iii.</td>
<td>No. of toilets (female- on ground floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>iv.</td>
<td>No. of toilets (male- on first floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>v.</td>
<td>No. of toilets (female- on first floor)</td>
<td>2 nos.</td>
</tr>
<tr>
<td>vi.</td>
<td>Golf carts (6 seater)</td>
<td>5 nos.</td>
</tr>
<tr>
<td>vii.</td>
<td>Golf carts (12 seater)</td>
<td>5 nos.</td>
</tr>
</tbody>
</table>
Annexure- II
Form-1
Covering Letter
(on the letter head of the Applicant)

Ref:
Date:

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

Ref: “RFP for Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode.”

Dear Sir,

Being duly authorized to represent and act on behalf of ……………………… (herein after referred to as “the Applicant”), and having reviewed and fully understood all of the Bid requirements and information provided and collected, the undersigned hereby submits the Bid on behalf of (Name of Applicant) for “Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode, with the details as per the requirements of the RFP.

We confirm that our Bid is valid for a period of 180 days from the date of opening of bids. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP and Scope of Work, a part of the RFP document provided to us.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant with seal

(Name, Title and Address of the Authorised Signatory)
### Form-2

**Applicant - Profile**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Particular</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Applicant</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Status of the Applicant (i.e. a Proprietary Concern/Private Ltd Co./Public Ltd Co./LLP/Partnership firm):</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Complete Registered Office Address with telephone, fax, website and email:</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Date of Incorporation (Please attach copy of certificate of incorporation/registration):</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Company/Firm profile (include background of company/firm, organization structure, background of promoters/partners/proprietor, business of company, years in similar line of business, experience and details of current activities)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Particulars of individual(s) who will serve as point of contact/communication with DOT with contact number, FAX and email-id.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Has the applicant been barred by the Central-State Govt. or any entity from participating in any project?</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>If yes, does the bar subsist on the date of application?</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Has the applicant been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years (Yes/No)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Turnover of the business for the last three years (Please attach copy of last 3 years Audited)</td>
<td></td>
</tr>
</tbody>
</table>
### Accounts:
- Year 17-18
- Year 16-17
- Year 15-16

### Net Worth of the Firm for last three financial years as on 31.03.2018 (Please attach CA Certificate / Audited Certificate)

### GST Registration no.

---

For and on behalf of: 

Signature: 

Name: 

Designation: 

(Authorized Representative and Signatory)
Form-3
Project Detail Sheet (Experience of Organization)
(Please fill separate assignment wise)

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Approx. value of the contract (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>State &amp; City Name</td>
<td></td>
</tr>
<tr>
<td>Name of Client</td>
<td></td>
</tr>
<tr>
<td>Address of Client</td>
<td></td>
</tr>
<tr>
<td>Start Date (month/year)</td>
<td></td>
</tr>
<tr>
<td>Completion Date (month/year)</td>
<td></td>
</tr>
</tbody>
</table>

Narrative description of Project in brief:

Description of actual services provided by your firm in the project:

1. It is hereby certified that the above mentioned details are true and correct.

2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name:

Address:

*Note:* Please provide self-attested copies of Work Orders or Agreement (Clearly mention assignment name, year, and agency name).
Form-4
Format for power of attorney for signing of Bid
(on Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We……………………(name and address of the registered office) do hereby constitute, appoint and authorise Mr/Ms………………… ………..(name and residential address) who is presently employed with us and holding the position of ……………….. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for “RFP for Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode” in Odisha, India, of Department of Tourism (hereinafter referred to as “DOT”), including signing and submission of all documents and providing information/responses to DOT in all matters in connection with our Bid for the above said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ______ Day of ______20__.  
For __________________________
(Name and designation of the person(s) with authority to authorize).

Accepted
____________
___________Signature)
(Name, Title and Address of the Attorney)

Date: …………………..
Form-5
EMD (Bank Guarantee Format)
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____________ Dated: ______________

Issuer of Bank Guarantee:
__________________________ (Name of the Bank)

______________________________
(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:
Department of Tourism (DoT)

Nature of Bank Guarantee:
Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:
In pursuance of Clause 5.6.1 (a) of the Request of Proposal Document dated____ (hereinafter referred to as the “RFP” for the “Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode” (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:
1. At the request of the _______________, we ________________________, __________________________ (name and address of the bank), (hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the DOT i.e. the beneficiary on behalf of the
Applicant, up to a total sum of INR _____, such sum being payable by us to the DOT immediately upon receipt of first written demand from DOT.

2. We unconditionally and irrevocably undertake to pay to the DOT on an immediate basis, upon receipt of first written demand from the DOT and without any cavil or argument or delaying tactics or reference by us to Applicant and without any need for the DOT to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Applicant to repay the amount of Rs ____Lakhs or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of INR ______.

3. We hereby waive the necessity of the DOT demanding the said amount from Applicant prior to serving the Demand Notice upon us.

4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DOT that the DOT shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Consultant, which are recoverable by the DOT by invocation of this Guarantee.

5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Applicant. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the DOT.

6. We unconditionally and irrevocably undertake to pay to the DOT, any amount so demanded not exceeding INR _____, notwithstanding any dispute or disputes raised by Applicant or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the DOT, shall be a valid discharge of our liability for payment under this Guarantee and the Applicant shall be a valid discharge of our liability for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____________ (180 days from the proposal due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed INR ______. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. ___________ (Date of Submission of Proposal) to ___________.

2. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Department of Tourism (DOT), serves upon us a written claim or demand on or before ________________________.

________________________
Authorized Signatory

For Bank
Form- 7
Financial Proposal

To,

Department of Tourism (DoT)
Paryatan Bhawan, Museum Campus,
Lewis Road, Bhubaneswar-751014
Odisha.

Sub: “RFP for Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode”.

Sir,

[Being duly authorized to represent and act on behalf of __________________ (name of the applicant)], having reviewed and fully understood all the requirements of the Request for Proposal dated [ ] (RFP) issued by DoT for “Selection of an Agency for Operation & Management of Parking Area, Public Toilets And Golf-carts at Lingaraj Temple In Bhubaneswar under PPP mode” (the Project), we hereby provide our Financial Proposal.

1. The Upfront Concession fee shall be Indian Rupees ________________ (in words).
2. We understand that the Project shall be implemented following the terms and conditions specified in the Management Contract and Applicable Laws.
3. The Annual Concession Fee for implementing the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Management Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.

It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to submission of an unconditional proposal.

Yours sincerely,

Authorized Signature with official seal:
Name and Title of Signatory:
Name of Firm: