

Request for Proposal

for

Selection of Agency

for

Operation and Management

of

Eco Retreat Hub Gopalpur-on-Sea in Ganjam District

RFP Notice No: 1575/BeDA, Brahmapur Dt.15.10.2025

Last Date & Time of submission of EOI: 11.11.2025 up to 3.00 PM

BRAHMAPUR DEVELOPMENT AUTHORITY

Court Road, Brahmapur, Ganjam (Odisha), Pin-760004

Email ID: bda.brahmapur311@gmail.com

Website: <u>bdabrahmapur.in</u>

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Brahmapur Development Authority (here for the referred to as BeDA in this document) or any of its employees or advisers, is provided to bidders 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 and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders 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 Employer in relation to the Consultancy. 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 the Employer, 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 bidder 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 bidder is on a wide range of matters, some of which depends 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. BeDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BeDA and its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 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 BeDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The BeDA 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 Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BeDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder 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 BeDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BeDA 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

SCHEDULE OF BIDDING PROCESS

Name of the Project	Operation and Management of Eco Retreat Hub at Gopalpur-on-Sea in Ganjam District for a Period of 15 Years
Date of issue	15.10.2025
Last date of receiving of Pre- bid queries in e-mail ID's (bda.brahmapur311@gmail.c om) as per Annexure-XI Pre-bid meeting at	24.10.2025 by 5:00 PM 28.10.2025 at 12:30 PM
Conference Hall, BeDA, Brahmapur	20.10.2023 at 12.30 PM
Response to pre-bid queries through BeDA website only, if any	29.10.2025 by 5.00 PM
Last date and time for submission of bids	11.11.2025 by 3:00 PM
Date and time for technical bid opening	11.11.2025 at 4:30 PM
Bidding document fee (Non- Refundable)	INR 10,000/- (Rupees Ten Thousand only) in shape of Demand Draft in favour of "The Secretary, Brahmapur Development Authority (BeDA), Brahmapur" drawn in any scheduled commercial bank payable at Berhampur.
Earnest Money Deposit (EMD) (Refundable without interest	INR 1,00,000/- (Rupees One Lakh) only in shape of Demand Draft in favour "The Secretary, Brahmapur Development Authority (BeDA), Brahmapur" from any Scheduled Bank payable at Berhampur.
Address for Submission of Bid	The Secretary, Brahmapur Development Authority (BeDA), Court Road, Brahmpaur- 760004, Ganjam (Odisha) Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above. Submission of bid through other mode and late bid will be out rightly rejected.
Date, time and venue for:Technical presentationFinancial bid opening	Will be intimated later

Note: For further details, please visit www.bdabrahmapur.in. Any clarification, corrigendum, or addendum will be uploaded only on the above-mentioned website. For additional information, you may contact us at Mobile No. 7978471929.

Sd/-

Secretary BeDA, Brahmapur

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1. INTRODUCTION

1.1 The Eco Retreat Hub, Gopalpur-on-Sea is a flagship coastal tourism initiative developed to promote sustainable and nature-based tourism along Odisha's coastline. Strategically located on a 4.75-acre sea-facing parcel of land at Gopalpur, the facility offers panoramic views of the Bay of Bengal and a tranquil environment that appeals to tourists seeking nature, adventure, and relaxation.

Conceived as a part of the larger vision of the Government of Odisha to enhance eco-tourism infrastructure, the Eco Retreat Hub has been designed to provide a unique, environmentally responsible hospitality experience. The facility caters to a diverse segment of tourists including nature enthusiasts, adventure seekers, and leisure travelers, offering high-end tented accommodations, curated coastal experiences, and eco-friendly amenities.

- 1.2 Brhamapur Development Authority (hereinafter referred to as "BeDA" or "Authority") owns accommodation units/ tourism properties under Dept. of Tourism namely ECO Retreat Hub Gopalpur-on-Sea.
- 1.3 To ensure efficient functioning, enhanced visitor experience, and professional service delivery, the authority invites bids from eligible agencies/firms for the operation and management of the Eco Retreat Hub, Gopalpur-on-Sea. The selected operator will be responsible for the day-to-day operations, maintenance of infrastructure, guest management, and delivery of quality hospitality services, while adhering to the principles of sustainability and environmental sensitivity.
- 1.4 In pursuance of the above, the BeDA has decided to carry out the process for selection of an operator for operating and managing the project for the Term of 15 (Fifteen) years through a competitive bidding/ open tender process.
- 1.5 Details of the properties being leased out is elaborated below

SL No.	Description	Nos.
1	Double Bed Room with attached	14
	Bathroom & Toilet	
2	Reception Counter	2
3	Art & Craft Centre	16
4	Food Court	14
5	Kitchen and Dinning	1
6	Store Room	2
7	Security Room/Ticket Counter	1
8	Watch Tower	1
9	Overhead Tank	1
10	Open air stage with Lawn	1
11	Children parking zone	1
12	Surface Parking Zone	1
13	Toilet Block (Ladies/ Gents)	2

1.6 Bidders are encouraged to submit their respective proposals after visiting the project site and ascertaining for themselves the site and property conditions, locations, surroundings, climate, availability of power, water and other

utilities for temporary arrangement, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

- 1.7 The Bidder should make a complete and careful examination of the bidding document. Failure to comply with the requirements of the RFP shall be at the bidder's own risk.
- 1.8 Bidder should satisfy itself about all matters, things and information including matters referred to in this RFP, necessary and required for submitting and informed proposal, execution of the project in accordance with the bidding documents and performance of all of its obligations there under.
- 1.9 Acknowledged and agreed that inadequacy, lack of completeness or correctness of information provided in the bidding documents or ignorance of any if the matters referred to in this RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profit etc from BeDA.
- 1.10 BeDA shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP, the bidding document or the bidding process including any error or mistake therein or in any information or data given by BeDA.
- 1.11 The selected bidder (hereinafter referred to as "Operator") shall be handed over the movable and immovable assets ("Project Assets") at the respective properties on "as is where is" basis.

2. SCOPE OF WORK.

The scope of work for this assignment for bidders shall include (but not limited to) the following:

- 2.1 The Operator shall conceive, operate, maintain, manage and market the Eco Retreat project site of Gopalpur under Swadesh darshan Scheme of GOI.
- 2.2 The Operator shall be responsible for complete operations, maintenance and management of the Project Facilities in accordance with good industry practices. The Operator will be responsible for obtaining certificate for Resort / 3 star and above classification of the Hotel property from Ministry of Tourism, Government of India and will be responsible for renewing it on periodical basis throughout the project period.
- 2.3 Operator shall arrange all accommodation facilities, amenities, furniture and other required infrastructure for operation of the project. After completion of the project, Operator shall dismantle and remove all temporary accommodation and other infrastructure.
- 2.4 The Operator shall develop a conceptual plan for the project in line with the *Swadeshi* concept and shall undertake promotional activities for cultural heritage, handicrafts, local handlooms, tribal products, local cuisines, Dongria Kandha and other tribal crafts, eco-tourism, wildlife and nature, tribal art, etc.
- 2.5 Operator shall setup and manage temporary structures as applicable for interior and exterior furnishing, as necessary and in conformity with BeDA in compliance with minimum development obligation. The operator shall not

- harm / damage the civil structure of the property, nor shall it make any additions to the existing structure.
- 2.6 Operator shall execute water supply, plumbing, sanitation, drainage, by complying with benchmark quality standards, applicable environmental guidelines and safety norms.
- 2.7 Operator shall operate, maintain and manage the project facility including, front office, kitchen, restaurant, room service, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, scientific waste disposal, security, up keeping of the structures, etc
- 2.8 The quality of service shall be at least at par with any 3-star and above Category hotel. Operator shall employ qualified personnel to efficiently operate and manage the Project. Operator shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project.
- 2.9 Operator shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/ dangerous materials during execution of the Project. Operator shall ensure non-violation of all applicable environmental standards and pollution control norms as laid down by Central/ State Pollution Control Board and other Government Agencies.
- 2.10 The Property, Project Assets and Project Facilities under consideration shall be used only for providing hospitality/ tourism services.
- 2.11 Operator shall promptly and diligently repair, replace/ restore the Property, Project Assets and Project Facilities or part thereof which may be lost or damaged excluding the permanent structure.
- 2.12 Operator shall obtain and maintain all applicable permits, in conformity with the applicable laws and in compliance therewith.
- 2.13 The operator shall provide to the Authority reports on a regular basis during the Lease Period on the refurbishment, renovations, addition of assets carried out, and always provide such information, data and documents that the Authority may reasonably require. Operator must submit the annual financial statements to the Authority. BeDA may undertake physical inspections of the leased properties as and when deemed necessary. The lessee shall always co-operate with BeDA officials/ appointed agency for the same.
- 2.14 Operator shall maintain requisite insurance of the property wherein both the parties can be beneficiary in accordance with the investment. Operator shall ensure that there is no damage or loss to Property, Project Assets, and developed project facilities. like sanitation, sewage treatment plant and disposal, drainage, solid and hazardous waste disposal, effluent treatment plant and disposal and other utilities and facilities (hereinafter referred to as "Project Facilities").
- 2.15 Operator shall arrange, procure, and provide, at its cost, all the infrastructure facilities, services and requirements, all goods, materials, consumables, and other requisites necessary for the implementation, operation, and maintenance of the Property during the Lease Period.

- 2.16 Operator shall provide necessary plans and provisions for power back-up, energy efficient power supply at the sites to ensure zero power outages. Operator shall comply with highest quality and safety standards of electrical items and equipment with adequate safety measures to prevent any electrical short circuits and mishaps.
- 2.17 Operator shall obtain and comply with all statutory approvals, apply for No Objection Certificates as necessary for the operation, maintenance, marketing and promotion of the project.
- 2.18 Operator shall deploy CCTV(s) at all important points of the project site for 24X7 surveillance and take preventive measures to ensure tourist safety.
- 2.19 Operator shall be responsible for such other responsibilities which are not covered in scope of work mentioned in this RFP, but found essential for successful operation of the project, without any extra cost to BeDA.
- 2.20 Operator shall comply with the applicable standards of fire safety and install adequate fire handling equipment. The operator shall obtain Fire Safety Certificate from the competent authority and share a copy of the same with BeDA.
- 2.21 On the expiry of the lease contract, the successful bidder shall hand over all article which were entrusted in good condition.
- 2.22 Since the engagement is for a period of 15 years, the Operator shall introduce or induct new services, activities, etc., as required from time to time, with due permission from BeDA.
- 2.23 BeDA shall undertake the necessary repair and renovation work to make the facility operational within three months of the moratorium period, after execution of the contract agreement with the selected agency.

Note:

BeDA reserves the right to suitably alter the scope of work/ incentive mechanism anytime during the contract period, to factor the extant/ unforeseen need/ requirement.

3. INSTRUCTION TO BIDDERS

3.1 The Bid shall be in two bid system. The Bid to be submitted should be in the sealed envelopes in the following manners:

The third envelope (sealed) super scribed thereon "Request for Proposal (RFP) Selection of Agency for Operation and Management of Eco Retreat Hub at Gopalpur-on-Sea in Ganjam District".

3.2 The Bidders are required to submit the Hard copy of Proposals by **Speed post / Registered Post/ Courier** which includes Bid Security Deposit / Bid Security Declaration and Bid Application Fee in Envelope – 1, Technical Proposal in Envelope – 2 & Financial Proposal in Envelope – 3 separately sealed Envelopes and all the three Envelopes must be packed in one sealed Envelope mentioning the name of the company/Firm along with complete address details and phone number and shall also mention the Name of the property applied for. Bid Proposals shall be submitted on or before the specified date and time at the address given below. The BeDA shall not be responsible for postal delay or any consequence.

The Secretary, Brahmapur Development Authority (BeDA), Court Road, Brahmapur, Odisha-760004

- 3.3 Any deviation from the above manner shall render the bid liable for the rejection.
- 3.4 The Bidder should submit a supporting Affidavit and Power of Attorney as per the format prescribed herein in Annexure-IV & V, authorizing the signatory of the Bid to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case the Bidder is a consortium, the non-lead member thereof should also furnish a Power of Attorney in favor of the Lead member.
- 3.5 The Proposal and all related correspondence and documents shall be written in English language. The currency for the purpose of the Proposal shall be INR.
- 3.6 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 3.7 The Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, building layout, traffic, location, surroundings, climate, availability of power, water and other utilities for operations, maintenance, access to site, handling, and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, when they submit the Bid. Interested Bidders are invited to visit and inspect the Project Site at their own expense. Failure to investigate fully the Project Site shall not be a valid ground to relieve the Bidder after the submission of its Bid/ Proposal or relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully operating the Project.
- 3.8 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 3.9 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons
- 3.10 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the last date of submission of bid. The Authority, reserves the right to reject any Proposal that does not meet this requirement.

Proposal Validity Period and/or Proposal Security shall be extended for a specified additional period at the request of the Authority. A Bidder 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. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.

3.11 The interested bidders shall quote their financial offer in Annexure– VII, adhering to a minimum reserve price of ₹24.00 Lakhs per annum. Bids quoted below the minimum reserve price shall not be considered for financial evaluation.

4. TECHNICAL ELIGIBILITY CRITERIA

Bidders should conform to the eligibility criteria given below and to this effect must produce the required supportive documents /information as indicated against each as part of their technical Bid:

- 4.1 The Bidder/operator must only be a Proprietor / company/ firm registered under the Companies Act, 2013 or a Limited Liability Partnership registered under the LLP Act, 2008. No other legal entities are allowed to bid. The Bidder/operator must submit a Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, Udyog Aadhar, etc.)
- 4.2 Indian subsidiary of any foreign company registered under the applicable Indian laws fulfilling eligibility conditions are also eligible to participate.
- 4.3 The Bidder, whether a private entity, firm, or individual proprietor, must have a minimum experience in executing similar nature of work, either through:
 - (a) Operation and management of resorts/hotels with a capacity of 20 rooms or more during the last three (03) financial years, or
 - (b) Execution of at least three (03) Event Management Projects, each with a minimum value of ₹75.00 Lakhs, during the last three (03) financial years.
- 4.4 Bidders/ prospective bidders convicted by any court of law OR who have criminal cases pending adjudication before any Court of law against them; and/or whose contracts have been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions, either prior to or subsequent to bid finalization by Central Govt or any State Govt or any Govt agencies in past 5 years (from the date of publication of this RFP) shall not be eligible.
- 4.5 It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non-compliance to any of the bid conditions, any suppression of information or mis-representation of facts, etc. shall make the bid liable to be declared non-responsive and disqualified. Further, the Authority may forfeit the EMD and may take appropriate action for blacklisting of such bidders for a period of five years after following due process of law. This clause shall remain in force for the entire duration of the contract.

5. FINANCIAL ELIGIBILITY CRITERIA

The Bidder should submit minimum Rs.1.00 Crore Average Annual Turnover for last 3 years (I,e FY 2021-22, FY 2022-23 and FY 2023-24) and clearly stating positive Net worth of Rs.10 Lakhs and above in last financial year. (Format under Annexure-VI)

Note: CA Certificate must be furnished for Turnover and Net worth and Bidder have to submit CA certified Audited Balance Sheet and Profit and Loss Account.

5.1 TECHNICAL EVALUATION: Technical Bid will be opened and evaluated as per the following parameters:

SL No.	Evaluation Criteria	Detail Score	Maximum Score
A	Similar nature of work during last 03 Financial years as per Point No. 4.3 of Technical Eligibility Criteria	20	20
В	Experience in Govt. Project		10
1	One Similar Project of Resorts/Hotels with a capacity of 20 or More Room in last 3 Financial Year/ or One Event Management Project of amounting not less than 75 Lakhs	5	
2	More than One Similar Project of Resorts/Hotels with a capacity of 20 or More Room in last 3 Financial Year/ or More than One Event Management Project of amounting not less than 75 Lakhs	10	
В	Average Annual Turnover		25
1	1.00 Crore to 1.5 Crore during last 3 (Three) financial year	15	
2	Above 1.5 Cr to 2.00 Crore during last 3 (Three) financial year	20	
3	Above 2.00 Cr during last 3 (Three) financial year	25	
С	Net Worth		15
1	10 Lakh to 15 Lakhs	10	
2	More than 15 Lakhs	15	
D	Technical Presentation		30
1	Presentation before the selection committee on the Past Experience and Action Plan for O&M of Eco Retreat	30	
	Grand Total Marks		100
	Qualifying Marks for Opening of Financial Bid		60

The bidder whose technical Bid secures a score a minimum qualifying mark of 60 and above in the technical evaluation stage, will be qualified for opening of the financial Bid.

5.2 FINANCIAL EVALUATION: The financial Bids of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative. The Financial Bids in respect of the selected agency in achieving the benchmark score of 60 Marks in "Technical Bid" would be opened on the scheduled date & time.

6. EVALUATION OF THE PROPOSALS

- 6.1 Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the 'Quality' is 70 (seventy) and the weightage for the 'Quoted' price is 30 (thirty).
- 6.2 The "Technical Score (TS)" & "Financial Score (FS) "will be calculated using the formula, given below:

TS = Bidder's TS/Highest TS X 100

FS = Bidder's FS/Highest FS X 100

Combined or Final Score $(F) = (TS \times 0.7) + (FS \times 0.3)$

6.3 The Bidder securing the highest combined score or Final Score (F) would be the preferred Bidder. The Second and third ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or refuses to extend validity of the bid or fails to comply with the requirements specified in the RFP document.

7. AWARD OF THE PROJECT

- 7.1 After completing the evaluation of the Financial Proposals and identifying the Preferred Bidder, BeDA shall issue the Letter of Award ("LoA") to the Preferred Bidder, indicating its intention for signing of the agreement. The Preferred Bidder shall customarily be the Selected Bidder.
- 7.2 Within 7 (seven) days upon issuance of such LoA to the Selected Bidder, the Selected Bidder shall be required to sign and stamp the LoA and send it to Lessor as acknowledgement of the LoA. 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 shall be forfeited.
- 7.3 An Agreement will be drawn up between BeDA and the Selected Bidder. The Operation and Management Agreement (" O & M " or "Agreement") format shall be provided to the Operator by BeDA before execution of the same. The selected bidder will enter into the Agreement with the BeDA for the operation, maintenance, development, design, construction, upgradation, renovation, restoration, furnishing, financing and management of the property Agreement within 30 (thirty) days of the issuance of the LoA by

BeDA. The Lessee shall commence the Services as per the assignment within 7 (seven) days from the date of the signing of the Agreement or such other date as may be mutually agreed.

8. DURATION OF THE CONTRACT

- 8.1 The period of leasing ("Lease Period") shall be 15 Years commencing from the date of the signing of the agreement. Upon completion of the Lease period, the Lessee shall hand over the property on as-is-where-is basis to the BeDA.
- 8.2 The Lease Period can further be extended by another 10 years subject to mutual agreement between BeDA and Operator. Six months prior to the end of the Lease Period (15 years), the Operator and BeDA may mutually agree to extend the lease period by another 10 years. Lessee will not be required to pay any additional premium for such extension. Only, the rate of biennial escalation in the Annual Lease Rental shall be negotiated for the additional lease period.
- 8.3 The selected agency shall submit 50% of the annual quoted value as Performance Security at the time of signing the agreement, in the form of a Demand Draft. The Annual Lease Rental Fee shall increase by 10% every two years, on a compounded basis.

9. PERFORMANCE SECURITY:

The Selected Bidder would be required to submit the Performance Security within 15 days of issuance of Letter of Award (LOA). The said Performance Security shall be refunded without any interest, upon expiry of the agreement between BeDA & the selected developer after successful handover of the project to BeDA as per the terms of this agreement.

10. RIGHT TO ACCEPT OR REJECT

BeDA reserves the right, without any obligation or liability, to annul 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 or the term and condition at any time, without assigning any reason whatsoever.

11. SUBMISSION OF QUERIES

Bidders may send their queries in writing to bda.brahmapur311@gmail.com and during the period as mentioned in the Schedule of RFP. All the Bidders will be sent clarification to queries received within the stipulated date. The queries received after the prescribed date will not be entertained by BeDA.

12. PRE-BID MEETING

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.

The Bidder/s may nominate /authorize their representative to attend the Pre-Bid Meeting. Such nomination must be made under the signature and seal of the bidder in their letter head. In the absence of such authorization, the representative shall not be allowed to participate.

Pre-bid meeting may happen in the conference hall of the BeDA office.

The bidders are advised to visit the property / properties to familiarize themselves with it before the pre-bid meeting.

13. AMENDMENT OF RFP

At any time prior to the deadline for submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the RFP and shall be published online on the website www.bdabrahmapur.in. TIA will assume no responsibility for receipt of the Addendum or Corrigendum.

To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, the TIA may, at its own discretion, extend the Bid Due Date.

14. DISPUTES

All disputes, controversies, or claims arising between the Successful Bidder and the Authority shall, in the first instance, be endeavored to be resolved amicably through mutual consultation and negotiation. During the course of the bidding process, no dispute of any kind shall be entertained, and any request by the Brahmapur Development Authority (BeDA) for clarification, additional information, or documentation from a Bidder shall not constitute grounds for raising a dispute.

In the event that any matter remains unresolved notwithstanding such amicable efforts, the same shall be subject to the exclusive jurisdiction of the courts situated at Brahmapur, Odisha, which shall have sole and absolute authority to adjudicate all disputes, claims, or matters arising out of or in connection with this Request for Proposal (RFP) and any subsequent agreement executed pursuant thereto.

15. Checklist of Documents to be Submitted along with Technical Proposal

SI No.	Table of Content / Checklist of documents to be submitted along with the Technical Proposal	Specify Page No.		
1	Annexure – I Covering Letter			
	(On Company's Letter Head)			
2	Annexure – II Bidder's Profile			
	(Copy of registration/ incorporation certificate of the			
	company/ firm/ proof of legal entity, PAN Card, GSTIN			
	etc.)			
3	Annexure –III Format for project data sheet			
4	Annexure – IV Power of Attorney for signing of proposal			
	(On Non-Judicial Stamp Paper of Rs 100/-)			
5	Annexure – V Bid Affidavit			
	(On Non-Judicial Stamp Paper of Rs 100/-)			
6	Annexure – VI Financial Capacity of the Bidder			
	(The format should be certified by Chartered			
	Àccountant)			
7	Other relevant documents as applicable as per this RFP			

For and on behalf of (Name of Bidder)

Duly signed by the Bidder/Authorized Signatory of the Bidder (Name, Title and Address of the Bidder/ Authorized Signatory) Organization Seal

Covering Letter

(on the letterhead of the bidder)

	Date:
То,	
The Secretary,	
BeDA, Brahmapur	
Ref: RFP for Selection of Agency for Operation and Ma Retreat Hub at Gopalpur-on-Sea in Ganjam District Darshan Scheme.	_

- 1. With reference to your RFP document _______, dated _______, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the proposal and its Annexure along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of our selection as Agency for the aforesaid Project.
- 4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
- 5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I declare that:

- a. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered

- into with the Authority or any other public sector enterprise or any government, Central or State; and
- c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- d. the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
- 8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- 9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
- 15. I offer a EMD/BID Security of Rs. _____/- (Rupees _______Only) to the Authority in accordance with the RFP Document.
- 16. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.

- 17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
- 18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 19. I agree and undertake to abide by all the terms and conditions of the RFP document.
- 20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.
- 21. I hereby certify that we have not changed any quantity as mentioned in the BoQ and confirmed that any discrepancy arrive at any time, decision of Authority will be consider as final.
- 22. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

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

Date:

Bidder's- Profile

(On the Letter Head of the Applicant)

SI.	Particular	Compliance
1	Name of the Bidder:	-
2	Legal Status of the Firm:	
	(i.e., Company or LLP)	
3	Registered Office Address with	
_	telephone, fax, website and email:	
4	Date of Incorporation:	
	(Please attach copy of certificate of	
_	incorporation/ registration)	
5	GST registration No	
	(Please attach copy of Certificate)	
6	Name and Designation of Contact Person with mobile no.	
7	Company profile	
	(include background of company, organization	
	structure, background of promoters, business	
	of company, years in similar line of business,	
	experience, and details of current activities)	
	(Attach supporting documents such as	
	Company brochures, etc.)	
8	Has the bidder been convicted by any court of	
	law OR has criminal cases pending adjudication before any Court of law against them?	
9	Has any contract of the bidder been terminated	
	OR bids have been disqualified/ have been	
	rejected due to violations of bid conditions,	
	either prior to or subsequent to bid finalization	
	by Central Govt or any State Govt or any Govt	
	agencies in past 5 years?	
10	Has the bidder 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?	
	If yes, please provide the details.	
11	Nature & details of experience in similar field:	
<u></u>	(Please attach relevant documentary evidence)	
12	Any other details deemed necessary to be	
	provided.	

Signature, name and designation of the Authorized

Signatory with name and seal of Bidder

Annexure -III

Format for Project Data Sheet

SI	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of Client	
5	Total value of work order (In Indian Rupees)	
6	No. of manpower supplied	
7	Period of Services rendered by the Applicant	
	(Start date and End date)	
8	Fees of the Applicant (In Indian Rupees)	
9	Present Status of the Assignment	
	(Completed/ongoing)	
10	Other Information relating to Project	
11	Copy of Appointment Letters and Completion	
	Letter	

Signature, name and designation of the Authorized

Signatory with name and seal of Bidder

Format for Power of Attorney for Signing of Bid (On Stamp Paper of Rs 100/-) POWER OF ATTORNEY

Know all men by these presents, We,(name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize
Mr./Ms(name and residential address) who is presently employed with us and holding the position of as our attorney (hereinafter referred to as "Authorized Representative") to do in our name and on our behalf, all such
acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal in response to the "RFP for Lease-cum-Development/ Upgradation, Operation & Maintenance of Tourism Properties of Department of Tourism, Odisha" issued by Department of Tourism, Government of Odisha (hereinafter referred to as "DoT") including but not limited to signing and submission of all documents and providing information/responses to DoT,
representing us 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 Dayof 20
For
(Name and designation of the person(s) with authority to authorize)
Accepted
Signature)
(Name, Title and Address of the Attorney)

Format of Bid Affidavit

(To be furnished by the bidder on an INR 100- non-Judicial Stamp Paper and attested by Notary)

I, the undersigned, do hereby certify that all statements made in the Proposal are true and correct to the best of my belief and knowledge.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the BeDA to verify this statement or regarding my (our) competence and general reputation.

The undersigned certifies that the financial information submitted in Annexure-VI as part of this Bid is exclusively available at the disposal of the bidder's for undertaking the project and is not committed for any other projects.

The undersigned further certifies that the bids submitted by the undersigned and/or any of the partners have not been declared Non Responsive/ Rejected on grounds of suppression of facts, submission of false information in the bid, indulging in fraudulent and unethical practices, by Central or any State Government or Central Public Sector Undertaking, Central Public Sector Enterprise, State Public Sector Undertaking during the last five years.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of BeDA.

Deponent

(Signed by Authorized Signatory)
(Title of the Signatory)
(Name of the Organization)
(Date)

Financial Capacity of the Bidder Format for CA Certificate

(The format should be certified by aered Accountant)

SI. No.	Financial Year	Average Annual Turnover (INR Crores)	Net worth (in INRCrores)
1	2021-22		
2	2022-23		
3	2023-24		
	Average		

Instructions

- 1. The Bidder should provide details of its own Financial Capacity specified in the RFP.
- 2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 years preceding the Bid Due Date. The financial statements shall:
 - a) Reflect the financial situation and turnover of the Bidder.
 - b) Be audited by a statutory auditor.
 - c) Be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- 4. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP document.
- 5. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

Dated this	day of 20
Name of the CA:	

FINANCIAL PROPOSAL

To

The Secretary Brahmapur Development Authority Court Road, Brahmapur (Ganjam), Odisha-760004

Sub: Request for Proposal (RFP) Selection of Agency for Operation and Management of Eco Retreat Hub at Gopalpur-on-Sea in Ganjam District.

We, the undersigned, offer to provide above service in accordance with your RFP. Our Financial proposal for project is given as below;

SI. No.	Description	Annual Fee in Rs.
1	Request for Proposal (RFP) Selection of agency for operation and management of Eco Retreat Hub Gopalpur-on- Sea in Ganjam District for a period of 15 Years (Minimum Reserve Price Rs.24 Lakhs per Annum)	Rs (Rupeesonly)

Note: The above quote shall be **exclusive** of applicable GST

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal.

The financial amount quoted above by <name of the Operator> shall remain firm till the completion of the project. No increase in the financial amount, for whatsoever reasons, shall be entertained.

The Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the

Bidder (Name, Title and Address of the Authorized Signatory)