



GOVERNMENT OF ODISHA

**“Selection of Agency for Operation &
Maintenance of Infrastructure facilities,
Pollution Abatement and safety Surveillance
services developed at Sonapur Beach
(Proposed Blue Flag Beach Site) Ganjam,
Odisha.”**

Last Date for Submission: 16 th October at 5.00 PM

Date of Opening of Tender 17 th October at 11.00 AM

**Divisional Forest Officer,
Brahmapur Forest Division,
Court Petta, Brahmapur
Ganjam-760004, Odisha**

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1. Introduction

A “Clean” beach is the primary indicator of coastal environmental quality & management. However, coastal regions in India are highly susceptible to litter accumulation. The presence of scudder is not only affects the aesthetic appeal of beaches negatively but also reduces the ir-recreational(tourism) value drastically.

In order to sustain tourism activities and healthy coastal management, *Ministry of Environment, Forest and Climate Change, Government of India* have conceived an integrated coastal management scheme viz. BEAMS (also referred to as Beach Management Services) to reduce existing pollutants on beaches and to aspire & achieve such high international standards in India.

The main objective of setting up BEAMS programme is to promote sustainable development in coastal regions of India for the beach management authorities to strive to achieve high standards in four categories of:

- 1) Environmental Management including cleanliness, solid waste management in beaches,
- 2) Environmental Education
- 3) Safety & Security of Beachgoers.
- 4) Bathing Water Quality Standards,

It primarily focuses on “Beach Rejuvenation Plan” that also means development of beach facilities, reduction and regulations of beach littering and undertaking day to day cleaning operations in beaches. It is also to ensure & control various types of pollutions in beaches by effective solid waste management, utilization and bring significant awareness on environment protection & sensitize beachgoers of ecosystems and biodiversity.

In Odisha Sonapur Beach, Ganjam District has proposed “**BLUE FLAG**” Tag.

2.Objectives

The key objective is to operate and maintain the existing infrastructure, Pollution abatement facilities and surveillance services developed in Sonapur Beach of Ganjam District.

3. Scope of Work

- Operation & maintenance of “toilets blocks” both male/female
- Operation & maintenance of “changing rooms attached with shower panels”
- Operation & maintenance of “grey water treatment plant” for recycling of shower/washbasin/urinals discharges
- Operation & maintenance of “treated bamboo work” for housing of specified installations with treated thatch roof.
- Operation & maintenance of “solar power plant” for electricity requirements for facilities
- Operation & maintenance of “drinking water facility” through purified vending units
- Operation & maintenance of “litter bins” in pair with garbage bags & regular cleaning
- Operation & maintenance of “seating bench”
- Operation & maintenance of “solid waste management plant” for recycling solid waste
- Operation & maintenance of “sit-out umbrella thatch” with “recliner chairs”
- Operation & maintenance of “LED street lights”
- Operation & maintenance of “access pathways”
- Operation & maintenance of “outdoor fitness equipment”
- Operation & maintenance of “amphibian wheel chairs” for disabled people
- Operation & maintenance of colour coded “safety flags” as per the ISO 20712 standard.
- Operation & maintenance of “CCTV cameras”.
- Operation & maintenance of “cleaning machinery” for mechanical raking of sand.
- Operation & maintenance of “hammocks”
- Provision of adequate number of certified “Lifeguards” for safety needs
- Provision of trained staff for beach cleaning, waste collection, recycling & disposal.
- Maintenance of infrastructure cleanliness by using cleaning agents, cleaning tools/aids, toiletries
- Operation & maintenance of “Do’s/Don’ts/ Environment Education”.
- Operation of “Site Office” with Bio-metric attendance system
- Operation & Maintenance of Solar Based Water Filtration RO Plant.

4. Rental/ User Charge to be levied and collected

The Beach Management Committee (henceforth called as BMC) shall determine and administer the policy of levying, collecting rental / or user charges for operation of the existing amenities for execution through Agency.

The indicative rentals / charges are:

- Entry ticket and User charges for the toilet complexes (at par with average prevailing rates of public Toilets)
- Penalties for littering, defacing and / or canalization by users.
- Other amenities developed in future by BMC.

5. Expected Service Levels

- The cleaning activity should be as per the standard of the Blue flag beach. The beach park and entire water-facing stretch for Blue Flag beach must be clean without any garbage/ solid waste strewn on the beach, no accumulation of Liquid Waste/ Sewage in the stretch. Adequate manpower must be maintained by the Agency for periodic cleanliness of the beach. Full-fledged cleaning exercises should be conducted daily between Mid-night and 3 AM and between 12 Noon – 3 PM to ensure a clean beach during sunrise.
- The toilet blocks will be maintained to the highest sanitary standards, should be devoid of foul smell, should have adequate soap, toilet papers etc., with properly maintained plumbing fittings. Adequate staff for continuous cleaning of the toilet blocks have to be maintained by the Agency.
- Adequate high mast lighting and other means of lighting will be maintained under the proposed Blue Flag Beach so that no part of the stretch remains poorly lit/ dark. The Agency shall maintain the lighting systems installed at the site for the stretch, and shall co-ordinate with TPSODL for the same.
- The Agency shall maintain adequate deployment of life guards with watch towers for safety of the beach visitors. The life guards must be well trained and certified in rescue operations. The Agency shall co-ordinate with DG Fire Services, Home Guard and Rescue for the same.
- The Agency shall ensure that no anti-government or anti-state messaging is done in the zone, and shall report any such activity to the concerned law enforcement immediately. All third party engagements shall be subject to approval by Divisional Forest Officer (Member Convener) Beach Management Committee.

The bidder, while forming its proposals, shall accord due consideration to the likely rise in visitor footfalls and intensity of activities during weekends, public holidays and the peak tourist seasons.

Any violation of the above SLAs or overcharging by the Agency will result in penalty (to be decided by the Beach Management Committee) and forfeiture of Performance Guarantee.

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

6. **Roles and Responsibilities of Parties**

i. **Roles of BMC**

1. Provide all necessary details of the existing waste management plants & composting unit, Solar power plant, Grey water treatment plant and other infrastructure as well as cleaning agents for maintenance of cleanliness in the beach.
2. Facilitate the Agency in carry out operation and maintenance of golden beach in the blue flag standard.
3. Payment of all energy bills of all components will be paid by the agency concerned under proper intimation to Divisional Forest Officer (Member Convener), Beach Management Committee during O&M period.
4. Water quality testing on a regular basis.

ii. Roles of Agency

Operation & Maintenance of the existing grey water treatment plant, treated bamboo work, solar power plant, waste management plant & composting unit & R.O. Plant and collection of user charges for amenities as well as other work determined by BMC and described in section 2.3-Scope of Work.

7. Duration of the Project

The total duration for operation and maintenance of Infrastructure facilities, Pollution abatement and safety surveillance services developed at Proposed Blue Flag Beach, Sonapur, Ganjam, Odisha is 1 year extendable up to 03 years (based on satisfactory performance) years from the date of signing of contract. At any period of the contract, the agency will be terminated with immediate effect by BMC basing on dis-satisfaction of performance. By the same, performance satisfied, it may be extended further period by the Beach Management Committee, Ganjam.

8. Eligibility Criteria

To be eligible for financial bid opening, a bidder shall fulfil the following conditions of eligibility.

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

GENERAL

The bidder should be amenity incorporated/registered under the Companies Act or an equivalent law outside India, Partnership Firm registered under The Indian Partnership Act or an equivalent law outside India, a Limited Liability Partnership registered under the Limited Liability Partnership Act or an equivalent law outside India or a registered proprietary firm in India or outside. Appropriate documents supporting their status must be submitted along with the proposal.

- The bidder should be in operation in the field of O&M of public beaches/ tourist spots / public recreation spots or related activities such as solid waste & sanitation management and beach/ tourist spot/ area cleaning for at least 3 years preceding the date of the issue of this RFP. As proof, it shall provide correspondingly dated client work orders or documentary and visual evidence of such assignments.
- The bidder must have executed at least 1 similar assignment of project cost of minimum INR 30 lakh within the 3 years preceding the proposal due date.

- **If the bidder applying for tender is registered as MSME & having MSME registration certificate, then exemption/modification in terms & condition will be applicable for the said bidder as per Odisha Government's MSME Policy-2016**
- Corresponding client Work Order (is not the same as Letter of Intent/Letter of Appointment) /Agreement, Completion Certificate and visual evidence besides any other supporting document for each of the submitted experience credentials should be provided as part of the Technical Proposal.
- Financial eligibility: The bidder should have an annual average operating turnover of INR 1crore certified by chartered accountant during last 3 (three) financial years ending 31.03.2022.
- In the last five financial years the bidder should have successfully maintained and operate at least 2 Nos of similar assignment or continued satisfactory performance of 1 year in ongoing work for any Govt. organization/PSU or reputed private organization in any of the following categories.
 - i) Operation and maintenance of Water treatment related Projects i.e WTP/STP/ETP
Or
 - ii) Operation and maintenance of Solar power plant
Or
 - iii) Management of Solid waste Management
- a) Should not have been involved in any litigation that might compromise the delivery of services as required under this contract.
- b) Should not have been blacklisted by any government agency or public sector undertaking in India.

Note: The bidder is required to furnish adequate documentary evidence in support of compliance of eligibility criteria along with the proposal.

9. Bid Evaluation Criteria

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

- (i) Bids will be checked for responsiveness and eligibility, against eligibility criteria mentioned in Clause 8.
- (ii) Bids which are found responsive and satisfy the eligibility criteria will be evaluated against the evaluation criteria as table no1 clause no-9. Only of a bid scores more than 60% marks in the technical evaluation(60), its financial bid will be considered to be opened.

i. Table 1: Evaluation Criteria

Sl.no.	Parameters	Maximum Marks
1	Turnover - Average annual turnover (three years not before 2019-20) : Rs. 50 Lakhs – up to Rs.100 lakh. – 10 marks, Rs.100 Lakhs – up to Rs.150 Lakhs. – 15marks Rs. 150 Lakhs & above – 20 marks	15
2.	Experience in completion of similar projects Three Projects – 10 Marks Three to five Projects - 15 Marks More than five Projects - 20 Marks	15
3	Experience of working in Odisha (on going or Completed) One Projects – 5 Marks One-two projects-7.5 More than two Projects - 10 Marks	10
4.	Team Composition	20
5.	Technical Presentation	40
TOTAL		100

- If the bidder applying for tender is registered as MSME &having MSME registration certificate, then exemption/modification in terms & condition will be applicable for the said bidder as per Odisha Government's MSME Policy-2016**

a. Technical Score: The total score obtained by the Bidder as per sub-point(2)above shall be the technical score (Ts) of the Bidder. The technical score shall be calculated for Bidders after the presentation and shall be out of 100.

b. Financial Score: The financial bid of the bidder would be opened after the Technical evaluation.

c. Combined and Final Evaluation: Combined score shall be calculated based on Technical and Financial scores of the Bidder as per QCBS system. Proposals will finally be ranked according to their combined Score(S) calculated based on technical (Ts) and financial (Fs) scores as follows:

$$S = Ts \times Tw + Fs \times Fw$$

Fs= (L1/L2) X 100 (Where Tw and Fw are weights assigned to Technical proposal and Financial Proposal as 0.7 and 0.3 respectively)

ii. Selection of Bidder:

The Bidder securing the highest combined score would be the Selected Bidder. The Second and third Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified

in the RFP document.

10. Number of Proposals

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

11. Tender Document Fee

Non-refundable Tender Document cost in shape of Demand Draft from any scheduled commercial bank in favor of Divisional Forest Officer-cum-Member Convenor, **“Beach Management Committee, Ganjam”** payable in Odisha for INR 20,000/- (Rupees Twenty Thousand Only) is to be furnished by the bidder along with the Technical Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST of 18%.

12. Earnest Money Deposit (EMD)/ Bid Security Declaration

The bidder has to deposit the Bid Security Declaration form written in the letter pad. (Annexure VIII)

13. Validity of Bid

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

14. Currencies of Bid and Payment

The prices shall be quoted by the bidder entirely in Indian Rupees only. Valuation of work, billing and payments will also be in Indian Rupees.

15. Disputes

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

16. Addendum / Corrigendum / Notice

Any Addendum / Corrigendum / Notice etc. for this assignment issued by the Authority will be hosted only on the website https://ganjam@nic.in/notice_category/tenders/

17. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Agency has:

- a) made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism
- b) received all relevant information requested from the Authority
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of the Authority;
- d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e) agreed to be bound by the undertaking provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the Authority.

18. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, the Authority reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

The Authority, also, reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Agency does not submit sufficient information as being asked for

19. Pre-Proposal Meeting

Bidders requiring any clarification on the selection process may send their queries to the Authority via email prior to the Pre-Proposal Meeting.

The queries shall be sent before the pre-proposal meeting to dfobhmpr@yahoo.co.in

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

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

20. Bid Schedule

Sl.No.	Description	Date
1	Issue of Advertisement & Uploading of EOI	
2	Last date of receiving Queries	
3	Site visit and Pre-proposal meeting at Conference Hall Office of The Divisional Forest Officer, Brahmapur	
4	Replies to the queries & issue of addendum, if any	
5	Last Date of submission of Proposals	
6	Opening & Evaluation of Technical Bid	
7	Opening of Financial Bid	

21. Submission of Proposal - Packing, Sealing and Marking

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- Part-A-** Technical Proposal as per the Format attached in the Annexure -I,II,III, IV,V,VII & VIII of this RFP
- Part-B-** Properly sealed Financial Proposal in the specified format as per Annexure VI of this RFP

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

Part-A:
Technical proposal for
“Selection of an Agency for Operation & Maintenance of Infrastructure Facilities, Pollution Abatement and Safety Surveillance Services Developed at Sonapur Beach, Ganjam (Proposed Blue Flag Beach)”

Part-B:
Financial Proposal for
“Selection of an Agency for Operation & Maintenance of Infrastructure Facilities, Pollution Abatement and Safety Surveillance Services Developed at Sonapur Beach, Ganjam (Proposed Blue Flag Beach)”

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

Proposal for
“Selection of an Agency for Operation & Maintenance of Infrastructure Facilities, Pollution Abatement and Safety Surveillance Services Developed at Sonapur Beach, Ganjam (Proposed Blue Flag Beach)”

The **Bidder's** Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the Authority at the following address:

To

The Divisional Forest Officer,
Bramapur Forest Division
Court Petta, Bramapur, Ganjam.
Odisha.-760004
Email: dfobhmpr@yahoo.com
Ph: 06753 2281354

Note:

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then the Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by the Authority to the eligible applicants. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

22. Documents to accompany the proposal:**PART – A (Technical Proposal)**

The bidder must submit the following particulars/documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Applicant as per Annexure I and II, respectively.
- (b) Non-refundable Document Purchase Fee of INR. 20,000/- (Rupees Twenty Thousand Only) (including GST) in the form of Demand Draft payable in favor of the Divisional Forest Officer-cum-Member Convener, Brahmapur Forest Division, "Beach Management Committee, Ganjam" payable in Odisha drawn on any scheduled commercial bank.
- (c) Bid Security declaration of INR. 50,000/- (Rupees Fifty Thousand) in the written form in the official letter pad.
- (d) The Agency shall submit their Agency Registration Certificate, Photocopy of PAN Card, GST Registration.
- (e) Annual Financial Statements for the last three Financial Years or a Certificate duly certified by Chartered Accountant indicating the Operating Annual Turnover for the mentioned years.
- (f) All the page of the tender document shall be initialed and sealed by the Agency at the lower left hand corner.
- (g) The Agency should not be blacklisted by any Government Institution/Private Agency. A self-declaration of non-blacklisting shall be submitted.
- (h) Proof of work experience of similar nature (as mentioned in 4.1.a) in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure III.
- (i) The Agency failing to submit all the specified documents shall be summarily rejected.
- (j) Registration Certificate of MSME's/ Startups as per Govt. of Odisha, MSME Policy, 2016.

PART – B (Financial Proposal)

The bidder must submit the Financial Proposal in the format provided in Annexure-VI by quoting the amount out of the collected revenue from operations & maintenance of this project that it would pay to the Authority under the revenue sharing mechanism.

23. Amendment / Modification

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify any of the terms mentioned in this invitation document by the issuance of Addendum/ Amendment. All such amendments/ addendum will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

24. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

25. Bid Submission Due Date

Duly sealed proposal from the bidder filled in all respect must reach Authority at the address, time and date specified in the RFP through Speed / Regd. Post / Courier / in-person Delivery by Authorized Representative. If the specified date for the submission of proposal is declared as a holiday for the Authority, the proposal will be received up to the appointed time on the next working day.

26. Late Submission

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

27. Modifications and Withdrawal of Proposals

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

28. Bid Opening Date

The Authority will open all technical bids, in the presence of authorized representatives who choose to attend, at the date and time mentioned and in the following location: **Office of the Divisional Forest Officer (Member Convenor), Brahmapur, District: Ganjam.**

The representatives of bidders who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for the Authority, the proposal shall be opened at the appointed time and location on the next working day. The authorized representative of the bidding Agency with the letter of authorization shall be allowed in the meeting for the said project.

29. Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Authority to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

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

30. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected Agency, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The successful bidder shall not be entitled to seek any deviation in the Agreement.

31. Commencement of Assignment

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, the Authority may, unless it consents to extension of time thereof, cancel the contract with the Agency.

32. Termination

a. Termination by Beach Management Committee

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

- (i) The AGENCY has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract.
- (ii) Any representation made or warranties given by the AGENCY under this Contract is found to be false or misleading.
- (iii) The AGENCY has been adjudged as bankrupt or become insolvent.
- (iv) The AGENCY has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Contract.
- (v) A resolution for voluntary winding up has been passed by the shareholders/partners of the AGENCY.
- (vi) Any petition for winding up of the consultant has been admitted and liquidator or provisional liquidator has been appointed or the consultant has been ordered to be wound up by court of competent jurisdiction, except for the purpose of

amalgamation or reconstruction with the prior consent of BMC, Ganjam, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the AGENCY under this Contract.

- (vii) It has been proved beyond reasonable doubt that consultant has been party to or has allowed any unlawful activity during the Contract Period;

b. Termination for Force Majeure

The Contract may be terminated for Force Majeure Reasons.

c. Consequences of Termination

- (i) Without prejudice to any other consequences or requirements under this Contract or under any law, the following consequences shall follow upon expiry of the Contract Period by efflux of time or due to a Force Majeure Event or the AGENCY's Event of Default. However, if the Contract is terminated due to AGENCY Event of Default, then the BMC, Ganjam may forfeit the Performance Security.
- (ii) Applicable Permits: The consultant shall, at its own cost, transfer to BMC, Ganjam all such Applicable Permits, which the BMC, Ganjam may require, and which can be legally transferred.
- (iii) The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Contract on the termination in entirety.

d. Rights of Beach Management Committee, Ganjam on Termination

Notwithstanding anything contained in this Contract, BMC, Ganjam shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the AGENCY in connection with the Project.

e. Consequences of Termination by AGENCY

Upon termination by AGENCY, the AGENCY shall transfer back the rights under the Contract to BMC, Ganjam.

33. Performance Guarantee

The selected implementing agency need to submit 3% of the Annual contract value as performance security deposit in the form of a Demand Draft or Bank Guarantee in favour of Divisional Forest Officer-cum- Member Convener, "Beach Management Committee, Ganjam" prior to signing of the contract.

34. Requirement of manpower for O&M

This is an indicative one. The bidder has to assess the same as per the requirement of the project for O&M works. All the payments to the workers should be done as per the latest notification of labour rate done by the Govt. of Odisha.

Sl. No.	Category	Minimum Qualifications	Minimum required number	Skill
1	Beach Manager	Age = 25 to 55years Qualification=Graduate preferably MBA Experience= Min. 5 to10 years in housekeeping industry having managed at least 50 to 100service staffs /year in last 5 years in similar industry	1	High Skilled
2	Beach Cleaner	Age = 25 to 45years Qualification=Preferably literate and from similar background	10	Semi skilled
3	Beach Supervisors	Age = 25 to 55years Qualification=Graduate Experience= Min. 2 years in housekeeping industry	1	Semi Skilled
4	Beach engineer for plant & Machinery	Engineering Degree with min 4 to 5 years of experience in handling O&M of solar power plant and/or water treatment plant	1	High Skilled
5	Beach security guards-Gents	Age = 25 to 55years Qualification= High school Diploma Experience= Min. 2years	3	Skilled
6	Beach security guards-Ladies	Age = 25 to 55years Qualification=High school Diploma Experience= Min. 2years	1	Skilled
7	Beach life guards	Age = 25 to 60years Qualification=Diploma Experience= Min. 2years	3	Skilled
8	Beach first aid attendant	Age = 25 to 55years Qualification= certified from any Govt. institute or St. John Ambulance Experience= at least4 years	1	Skilled
9	CCTV operator cum office executive	Age = 25 to 55years Qualification=Graduate Experience= Min. 2years	1	Skilled
10	Security officer	Age = 25 to 45years Experience= Min. 4years	1	High Skilled
11	Ticket Counter Personal	Age = 25 to 55years Qualification=Graduate Experience= Min. 2years	2	Skilled

Minimum Experience 2 Years

The duties and qualification requirement of following staffs:

i. Security Personnel:-

I. Duties of the Security Personnel

- The deployment should be 24 hours cycle and total manpower should be divided according to the need and area under surveillance.
- Deter criminal activity and misconduct, investigate suspicious situations, conduct patrol tours
- Report unsafe conditions to the appropriate management and/or personnel
- Respond to emergency calls and alarms
- Communicate by use of 2-way radios, telephones and computers
- Maintain required certifications, licensing and training to achieve professional competency as appropriate for the position
- Complete required shift logs and reports; compliance with site post orders, client policies and procedures
- Watch for irregular or unusual conditions that may create security concerns or safety hazards
- Sound alarms or call police or fire department in case of fire or presence of unauthorized persons
- Warn violators of rule infractions, such as loitering, smoking or carrying forbidden articles
- Operate mobile unit, ride a bicycle for extended periods of time, patrol property, and assist guests with vehicle problems
- Provide assistance to customers, employees and visitors in a courteous and professional manner
- Observe departing personnel to protect against theft of company property and ensure that authorized removal of property is conducted within appropriate client requirements

The qualification requirements of Security Personnel:-

- Must possess a high school diploma or equivalent
- Must possess a current and valid "Security Officer" License issued by a reputed agency. If the bidder does not have the license then it can outsource this staff, from licensed agency.
- Must be at least 2 years prior experience as a security officer for vehicle patrolling.
- Prior experience of serving military or National Guard would be an added Preference
- Proficient computer skills including Microsoft Office
- Ability to interact cordially and communicate with the public
- Effective oral and written communication skills
- Active listening skills
- Ability to assess and evaluate situations effectively
- Ability to identify critical issues quickly and accurately
- Attention to detail

ii. Lifeguards:

I. The duties of Lifeguards

- The nature of appointment is on fixed term basis with full duty hours between 11: 00 am to 08:00 pm (or as decided by local administration) covering the whole week including Sundays and Public holidays, on a Rota basis during the peak season.
- Must be mostly on a height so that proper view is seen.

- Must have a good quality high-resolution binocular to have a constant monitoring in deep sea.
- Must patrol a section of the beach at least 300 meters length, giving particular attention to places where persons are bathing.
- Going immediately to assistance of persons in difficulties in the water and rendering to such persons the necessary attention.
- Keeping in good condition all lifesaving apparatus including binoculars provided by the BMC.
- Warning persons bathing of possible sources of danger
- Collecting and disposing of broken glass, litter etc. from the foreshore

II .The qualification requirements of Lifeguards:-

- Must be minimum of 18 years of age and maximum 60 years having good character, good health and good moral values.
- Must hold a valid beach lifeguard certificate.
- Must have strong interpersonal and communication skills and have the ability to engage with wide range of people including staff at all levels, members of the public.
- Must be committed to and conscious of providing an excellent service by ensuring the safety and enjoyment of beach by visitors.
- Must be capable of working in teams, on his/her own initiative, in an independent environment and without constant supervision.
- Must pass lifeguard skills, lifesaving and resuscitation tests.
- Must be prepared to undergo training in the use of equipment that may be used in the course of carrying out the duties of a lifeguard.
- Must have good knowledge and awareness of health and safety legislation/regulations.

iii. Beach Cleaners:

I. The duties of Beach Cleaners

- The nature of appointment may be on contractual basis with full duty hours between 5:00 am to 10:00 pm (or as decided by local administration) covering the whole week including Sundays and Public holidays, on a Rota basis during the peak season.
- Must cover a section of the beach at least 1000 sq. meters /day, giving particular attention to places where litter is accumulated.
- Daily collection, segregation and transport of garbage to recycle machine.
- Daily disposal and reuse as per instructions of immediate superior.
- Daily maintenance of litterbins and replacement of full garbage bags
- Daily maintenance of cleaning machines provided by the BMC.

II. The qualification requirements of Beach Cleaners:

- Ability to distinguish types of solid waste and how to segregate them.
- Preferably be trained in housekeeping /cleaning science.
- Ability to interact cordially and communicate with the public

- Effective oral and written communication skills
- Active listening skills
- Ability to assess and evaluate situations effectively
- Ability to identify critical issues quickly and accurately
- Attention to detail

iv. First Aid-Attendant:

I. The duties of First Aid Attendant V

- Provide prompt first aid within the scope of their training.
- Assess the extent of injuries or medical illness to determine the level of emergency needs.
- Maintain a working knowledge of beach rules, regulations, and policies,
- Maintain record of accidents/injuries
- Promptly providing injured public /person the due care within the first aid need.
- Maintain all first aid equipment in working conditions
- Transport injured person/public to nearest hospital/medical facilities in case beyond the purview of first aid kit.
- May be able to train others in the group in case of mass casualties.

II. The qualification requirements of First Aid-Attendant:

- Current Cardiopulmonary Resuscitation (CPR) and First Aid certifications is must
- Excellent communication and organizational skills
- Strong interpersonal and problem-solving abilities
- Highly responsible & reliable
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to write simple correspondence.
- While performing the duties of this job, the attendant is regularly required to move; remain stationary; use hands to finger, handle, or feel; and communicate.
- The attendant frequently is required to remain stationary and reach with hands and arms.
- The attendant is occasionally required to ascend and descends or balance; position self to stoop, kneel, crouch, or crawl; and taste or smell.
- The attendant must frequently lift and/or move up to 20 kilograms and occasionally lift and/or move up to 45 kilograms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

35. Code of Conduct:

i. Dress code:

- i. Every personnel working for “BMC, Ganjam” should always be in uniform at all times at the beach.
- ii. Dress should be clean and worn properly.

ii. Timings;

- i. All personnel to report to work on the assigned time, log their attendance both in & out through biometric system and be present till the assigned time for leaving.

iii. Behaviors;

1. All personnel need to be courteous to beachgoers.
2. All personnel need to bear in mind that beachgoers have a way of right & should not cause inconvenience to them.
3. All personnel should follow supervisor's instructions on behavior.
4. Arguments with beachgoers and officials should be avoided at all costs.

iv. Language:

1. While communicating with beachgoers & beach operator officials, all the staff engaged will use language as understood by them preferably local language.

36. MATERIAL REQUIREMENT

The materials for the cleaning of the beach and toilet at the Blue Flag Beach will be provided by the BMC, Ganjam in monthly basis.

37. Penalties

S No.	Description	Penalty Imposed
1	Penalty for Breakdown of Solar Power plant	Beyond 48 hours , 0.5% of monthly O & M Cost
2	Penalty for breakdown of Grey water treatment plant	Beyond 48 hours , 0.5% of monthly O & M Cost
3	Penalty for breakdown of waste management plant & composting plant	Beyond 48 hours , 0.5% of monthly O & M Cost
4	Penalty for nonfunctioning of CCTV	0.5% of monthly O&M Cost
5	Penalty for delay in beach cleaning, Toilet cleaning, waste collection, recycling & disposal	Beyond 24 hours , 0.5% of monthly O & M Cost
6	Penalty for Break Down of RO Plant	Beyond 48 hours , 0.5% of monthly O & M Cost

38 .Check List of Submissions:

S.N.	Particulars	Submission by Bidder Yes/ No/ NA
1	Tender Document fee of Rs. 20,000/-	
2	EMD/Bid security declaration (Annexure VIII)	
3	Self-declaration of non-blacklisting	
4	Annexure –I Covering Letter (letter pad)	
5	Annexure –II Details of Applicant(letter pad)	
6	Annexure –III Format for Project Data Sheet(letter pad)	
7	Annexure –IV Power of Attorney(letter pad)	
8	Annexure –V Financial Capability of Bidder(letter pad)	
9	Annexure –VI Financial Proposal(letter pad)	

Covering Letter

(On the Letter head of the applicant)

To,

Date: _____

**The Divisional Forest Officer
Brahmapur Forest Division-cum -
Member convener, Beach Management Committee,
Court Peatta, Brahmapur - 760004
Odisha**

Ref: Selection of an Agency for Operation & Maintenance of Infrastructure Facilities, Pollution Abatement and Safety Surveillance Service Developed at Sonapur Beach (Proposed Blue Flag Beach), Ganjam, Odisha.

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 90 (Ninety) days from the BID Due Date specified in the RFP.
21. I hereby certify that we have not changed any quantity as mentioned in the BoQ and confirmed that any discrepancy arrive at any time, decision of Authority will be consider as final.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:

Place:

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

Details of Applicant

(On the Letter Head of the Applicant)

- (a) **Name of the Agency:**
- (b) **Name of the contact Person :**
- (c) **Designation:**
- (d) **Address:**
- (e) **Mobile Number &Telephone Number :**
- (f) **E-mail Address :**
- (g) **Fax Number :**
- (h) **Registration Number of the Company:**
- (i) **If the Agency has a registered office in India (Yes/No):**
- (j) **Full address of Registered Office in India:**
- (k) **Phone Number of Registered Office in India:**
- (l) **Mobile Number of the contact person at Registered Office in India:**
- (m) **GST Registration number:**
- (n) **Average Annual Turnover:**

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

Format for Project Data Sheet

Note: The work order along with other relevant documents shall be attached with every project. Experience of only completed projects will be considered for evaluation.

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

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

Power of Attorney

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name),.....son/daughter/wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 Bid for the "**Agency for Operation & Maintenance of Infrastructure facilities, Pollution Abatement and safety Surveillance services developed at Sonapur Beach (Proposed Blue Flag Beach Site) Ganjam, Odisha.**" maintained by the BMC, Ganjam including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in pre-bids/pre-proposal and other conferences and providing information/responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the O&M Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/or till the execution of the O&M Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20__

For
.....

Accepted

_____ (signature)
(Name, Title and Address) of the Attorney

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Financial Capability of Bidder**Name of the Applicant:**

Sl. No.	Particulars	2020-21	2021-22	2022-23
1.	Turnover			

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. The above data must be submitted by Applicant, duly certified by Statutory Auditor such as Chartered Account.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorized Signatory)

(with seal & registration no.)

Place:

Date:

FINANCIAL PROPOSAL

To,

**The Divisional Forest Officer
Brahampur Division-cum-
Member Convener, BMC,
Court Petta- Brahmapur,760004
Odisha.**

Sub: Request For Proposal (RFP) for “Selection of Agency for Operation & Maintenance of Infrastructure facilities, Pollution abatement and safety surveillance services developed at Sonapur Beach, (Proposed Blue Flag Beach), Ganjam, Odisha

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

S. No	Description	Amount inclusive of all expenditure	Applicable Taxes or Levies, if any.	Total (Amount in Rs.)
1	O&M Cost for one year			

- (a) Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e.(date).
- (b) We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,
Authorized
Signature:

(Name, Designation and Address)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No. _____ Dated _____ or Selection of AGENCY for Operation & Maintenance of Infrastructure facilities, Pollution Abatement and safety Surveillance services developed at Sonapur Beach (Proposed Blue Flag Beach Site) Ganjam, Odisha."M/s _____

Address _____ [Herein after referred to as Bidder wishes to participate in the said tender and a Bank Guarantee for the sum of INR _____ [Rupees _____ valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Earnest Money Deposit.

1. We the _____ [Indicate the Name of the Bank] [Herein after referred to as 'the Bank'] at the request of the Bidder do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Beach Management Society, Ganjam amount not exceeding INR _____ to the Beach Management Society, Ganjam, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Bidder on whose behalf this guarantee has been issued.
2. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BMC, Ganjam stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BMC, Ganjam reason of any breach by the said Bidder of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (in words).
3. We, the Bank undertake to pay the District Collector, Ganjam any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
4. We, the Bank or our local branch in _____, Odisha further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of the BMC, Ganjam by virtue of the said Bid have

been fully paid and its claims satisfied or discharged or till Beach Management Committee, Ganjam certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the Bank or our local branch in _____, Odisha further agree that the BMC, Ganjam have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the BMC, Ganjam against the said Bidder and to for bear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Bidder or for any forbearance act or omission on the part of the BMC, Ganjam any indulgence by the BMC, Ganjam the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. We, the Bank further agree that this guarantee shall also be deposited in the Favour of the DFO Brahmapur member convener of the BMC when demanded by the BMC without any inquiry at our place of business in Brahmapur , Odisha
7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Bidder.
8. We, the Bank or our local branch in _____, Odisha lastly undertake not revoke this Guarantee during its currency except with the previous consent of the BMC, Ganjam in writing.
9. We, the Bank further agree that this guarantee shall also be inviolable at our place of business in _____, Odisha.

Dated _____ Day of 2023.

Witness (Signature, names & address)

For _____ [Indicate the name of Bank]

Power of Attorney No. _____

Date: _____

SEAL OF BANK

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

Bid Security Declaration Form

Date: _____ Tender No. _____ To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

