



REQUEST FOR PROPOSAL (RFP)

**SWACHH SAMUDRA CORRIDOR: A Sanitation
and Zero-Waste Management Project for Marine
Drive (Konark–Puri) in Puri district of Odisha**



JANUARY 2026

**OFFICE OF THE DIVISIONAL FOREST OFFICER
PURI WILDLIFE DIVISION, PURI**

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Invitation for Request for Proposal (RFP)

The Divisional Forest Officer, Puri (WL) Division, Puri on behalf of the Governor of Odisha, invites **Request for proposal (RFP) notice for engagement of a Solid Waste Management/CFMS Agency for "SWACHH SAMUDRA CORRIDOR: A Sanction and Zero Waste Management Project for Marine Drive (Konark-Puri) in Puri District of Odisha"** as per the details provided below.

Sl. No.	Name of Project	Project Cost (approx.)	EMD (Rs.)	Cost of Bid document (Rs.)	Performance Bank Guarantee (Rs.)
1	SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri), in Puri district of Odisha	₹11.72 Crores	₹35,00,000.00	₹10,000+GST as Applicable	₹35,00,000.00

Key Instructions:

- Right to Modify Tender Schedule:** The Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to change the tender opening time and date for administrative reasons by notifying the same on the official notice board and website.
- Access to RFP Document:** Interested agencies may download the RFP document from the official website of Odisha Government: <http://tendersorissa.gov.in/> www.odishaforest.in and www.puri.odisha.gov.in and <https://wildlife.odisha.gov.in/>
- Submission Requirements:** Submissions must clearly mention the project name: "Engagement of a Solid Waste Management/CFMS Agency for "SWACHH SAMUDRA CORRIDOR: A Sanction and Zero Waste Management Project for Marine Drive (Konark-Puri) in Puri District of Odisha"
- Data Sheet:**

Sr. No.	Activity Description	Details
1.	Name of the RFP	Engagement of a Solid Waste Management/CFMS Agency for "SWACHH SAMUDRA CORRIDOR: A Sanction and Zero Waste Management Project for Marine Drive (Konark-Puri) in Puri District of Odisha"
2.	Type of RFP	Open Tender
3.	Mode of tendering	Hard copy submission

4.	Method of Selection	Quality Cum Cost Based Selection (QCBS) Technical: Financial 70:30
5.	Bid Validity Period	120 days
6.	Last date and time for submission of pre-bid queries	26.01.2026
7.	Pre-Bid Meeting	27.01.2026
8.	Issue of responses to pre-bid queries, addendum / corrigendum, if required	28.01.2026
9.	Contact Details for submission of pre-bid queries	dfo.puriwl@odisha.gov.in
10.	Bid Start Date	21.01.2026
11.	Bid Due Date	07.02.2026
12.	Date of opening of technical proposal and evaluation thereof	09.02.2026
13.	Date of Technical presentation of Eligible Bidders	To be intimated to the eligible bidders later.
14.	Opening of financial proposals of Eligible Bidders	To be intimated to the eligible bidders later.
15.	Signing of agreement	Within 07 days of acceptance of LoA
16.	Tender Document Cost / Bid Processing Fee (non-refundable including GST)	Rs. 10,000.00+GST as Applicable Demand Draft only in favor of DFO, Puri Wildlife Division. DD should reach the O/o DFO, Puri (WL) Division on or before the Bid Due Date.
17.	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR 35,00,000.00-(Rupees Thirty-Five Lakhs only) through Demand Draft drawn in favor of “DFO, Puri Wildlife Division” The EMD shall be valid for 30 days beyond the Bid Validity period.
18.	Address of Tendering Authority	Office of the Divisional Forest Officer, Puri (WL) Division, Chakratirtha Road, Puri, Pin- 752002

Bid Security Submission: The Bid Security, Cost of Bid Document and the Performance Bank Guarantee (amount as specified in Table 1) must be submitted through separate Demand Drafts in favour of **DFO, Puri Wildlife Division** with the following details:

- **Tender Opening:** On the scheduled date and time of opening, the Divisional Forest Officer Puri (WL) Division, Puri, authorizes the opening of tenders. The Divisional Forest Officer, Puri (WL) Division, Puri will not be liable for any delays in submission.

- **Public Holiday Clause:** If the last date for tender submission or opening falls on a public holiday, the same will be rescheduled to the next working day at the same time.
- **Right to Reject:** The Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to reject any or all Proposals without assigning any reason thereof.

- **Eligibility and Submission:**
 - The Bidder shall be a single legal entity, registered in India as a Non-Government Organisation (NGO) under the Societies Registration Act, 1860 or the Indian Trusts Act, 1882. Bids from consortia, joint ventures, or associations shall not be permitted.
 - The Proposal shall be submitted in two separate parts, in the manner and format prescribed in this RFP, and shall include:
 - Key Submissions, along with Demand Drafts as mentioned above.
 - Technical Proposal, including approach, methodology, work plan, and team deployment; and
 - Financial Proposal, comprising the duly filled BoQ / Financial Bid, submitted strictly in the prescribed format.
 - All parts of the Proposal shall be submitted in physical form (sealed envelopes), as specified in the RFP document. Any deviation from the prescribed submission mode or format may render the Proposal non-responsive.
 - The Technical Proposal shall be evaluated using the Quality-Based Selection (QBS) methodology. Bidders must obtain a minimum technical score of seventy (70) marks out of one hundred (100) to be declared technically qualified.
 - Only the Financial Proposals of Bidders who qualify in the Technical Evaluation by securing the minimum qualifying technical score shall be opened and evaluated.
 - The Financial Proposal shall be evaluated in accordance with the methodology specified in the RFP, and the final selection of the Successful Bidder shall be based on the combined Technical and Financial evaluation, as applicable, in accordance with the prescribed weightages.

- **Contact for Further Details:**

For any clarifications or additional information, please contact:

ATTN. OF: The Divisional Forest Officer, Puri (WL) Division

ADDRESS: Office of the Divisional Forest Officer, Puri (WL) Division, Chakratirtha Road, Puri, Pin- 752002

Email: dfo.puriwl@odisha.gov.in

Contact Persons:

- (i) Sri Gangadhar Behera, Sr. Assistant, Puri (WL) Division, Mob- 8249716200
- (ii) Sri Swagat Kumar Panda, Mob- 9668680559

Sd/-

**Divisional Forest Officer
Puri (WL) Division, Puri**

A. Disclaimer

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by Divisional Forest Officer, Puri (WL) Division, Puri to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Divisional Forest Officer, Puri (WL) Division, Puri. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for Divisional Forest Officer, Puri (WL) Division, Puri to consider the needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Divisional Forest Officer, Puri (WL) Division, Puri accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Divisional Forest Officer, Puri (WL) Division, Puri, its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
5. Neither Divisional Forest Officer, Puri (WL) Division, Puri nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Divisional Forest Officer, Puri (WL) Division, Puri also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify Divisional Forest Officer, Puri (WL) Division, Puri immediately at the following address:

**O/o the Divisional Forest Officer, Puri (WL) Division, Puri
At- Chakra tirtha Road, Puri – 752002**

7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.

8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.

9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.

10. Divisional Forest Officer, Puri (WL) Division, Puri may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal of Divisional Forest Officer, Puri (WL) Division, Puri.

11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Divisional Forest Officer, Puri (WL) Division, Puri. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Divisional Forest Officer, Puri (WL) Division, Puri with respect to this RFP.

12. Divisional Forest Officer, Puri (WL) Division, Puri reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the proposals at any stage of the RFP process without assigning any reasons. The decision of Divisional Forest Officer, Puri (WL) Division, Puri shall be final and binding in this regard.

13. Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Divisional Forest Officer, Puri (WL) Division, Puri. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Divisional Forest

Officer, Puri (WL) Division, Puri's decision in this regard shall be final and binding on the bidder.

14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.

15. The bid is not transferable.

B. Abbreviations

BG	Bank Guarantee
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract

C. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or

promulgated by any authority and applicable to either Divisional Forest Officer, Puri (WL) Division, Puri or to the Bidders;

2. **“Authorized Signatory”** means the designated person of the Agency authorized to represent the Agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the Agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by Divisional Forest Officer, Puri (WL) Division, Puri and the Financial Bid, submitted strictly in the formats provided by Divisional Forest Officer, Puri (WL)

Division, Puri. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Divisional Forest Officer, Puri (WL) Division, Puri.

4. **“Bidder”** or **“bidder”** or **“Agency”** or **“Service Provider”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/Agreement with Divisional Forest Officer, Puri (WL) Division, Puri.
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 11 of the Data Sheet. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to Divisional Forest Officer, Puri (WL) Division, Puri non-refundable amount (“Bid Processing Fee”), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
8. **“EMD”** means the amount submitted by a Bidder to Divisional Forest Officer, Puri (WL) Division, Puri for participating in the Bidding Process.
 - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form of demand draft.
 - Any bidder that does not submit the EMD shall be rejected by Divisional Forest Officer, Puri (WL) Division, Puri as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted. EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.

9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 120 (one hundred and eighty) days from the Bid Due Date, as given in the Data Sheet. Any bid with a shorter validity period shall be rejected by Divisional Forest Officer, Puri (WL) Division, Puri.
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LOA)”** means the official written intimation by Divisional Forest Officer, Puri (WL) Division, Puri notifying the Preferred Bidder/ Agency that the work has been awarded in its favour as per the terms and conditions mentioned therein;
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal”** or **“RFP”** or **“RFP Document”** or **“RFP Paper”** or **“RFP Documents”** or **“Bid Documents”** means documents issued by Divisional Forest Officer,

Puri (WL) Division, Puri vide RFP No.03/2026, dated 19/01/2026 for **“Request for Proposal (RFP) for engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha”** and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

- a) This RFP document;
- b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Divisional Forest Officer, Puri (WL) Division, Puri subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);
14. **“Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Data Sheet hereof between Divisional Forest Officer, Puri (WL) Division, Puri, and the bidders for clearing doubts if any;
15. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
16. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
17. **“Divisional Forest Officer, Puri (WL) Division, Puri”** having its office at Divisional Forest Office, Puri (WL) Division, CT Road, Puri-752002.

18. All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

D. Instructions to Bidders

- 1. Cost of Bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Divisional Forest Officer, Puri (WL) Division, Puri or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Divisional Forest Officer, Puri (WL) Division, Puri 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 bid, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents can be downloaded from the websites mentioned in the notice. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 5. Bid Processing Fee:** The bidder shall pay to DFO, Puri Wildlife Division, Puri, a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
- 6. Earnest Money Deposit (EMD):** "EMD" means the amount submitted by a Bidder to DFO, Puri Wildlife Division, Puri for participating in the Bidding Process.
 - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form of demand draft.
 - Any bidder that does not submit the EMD shall be rejected by Divisional Forest Officer, Puri (WL) Division, Puri, as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted. EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.

- If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.

7. Consortium / Joint Ventures (JVs) are NOT allowed. Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government Agency.

8. Preparation of Bids

- 8.1. **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.
- 8.2. **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- 8.3. **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.).

9. Clarifications by the Bidders

- 9.1. Bidders requiring any clarification on the RFP document may contact Divisional Forest Officer, Puri (WL) Division, Puri in writing by e-mail/post/courier within such date as specified in the Data Sheet.
- 9.2. All correspondence for clarifications should be submitted as per the format attached at ‘Annexure-I’ to the address mentioned in the data sheet in writing by Mail / post / courier.
- 9.3. Divisional Forest Officer, Puri (WL) Division, Puri shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be e-mailed on the Divisional Forest Officer, Puri (WL) Division, Puri website. However, Divisional Forest Officer, Puri (WL) Division, Puri reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring Divisional Forest Officer, Puri (WL) Division, Puri to respond to any query or to provide any clarification.
- 9.4. At any time prior to the Bid Due Date, Divisional Forest Officer, Puri (WL) Division, Puri may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be published in newspapers along with it will uploaded on the websites mentioned on the notice.

10. Pre-Bid Meeting:

- 10.1. To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Bid Meeting will be held as per the details provided in Table-1.

- 10.2. Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per '**Annexure-I**', if any, to the RFP requirements.
- 10.3. Bidders may note that Divisional Forest Officer, Puri (WL) Division, Puri will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as nonresponsive and would be liable for rejection. Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 10.4. In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through corrigendum notice.
- 10.5. Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Divisional Forest Officer, Puri (WL) Division, Puri will endeavour to respond to all queries received by the scheduled date as per Clause 10.1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.
- 10.6. No interpretation, revision, or other communication from Divisional Forest Officer, Puri (WL) Division, Puri regarding this solicitation is valid unless in writing. Divisional Forest Officer, Puri (WL) Division, Puri may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

11. Format and Signing of Bid

- 11.1. The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 11.2. The bid shall contain no alterations, omissions, or additions except those to comply with an instruction issued by Divisional Forest Officer, Puri (WL) Division, Puri or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.
- 11.3. The proposal shall be properly bound, indexed, and serially numbered.

12. Submission of Bids

- 12.1. The bidder shall submit their offer under two bid-basis, Technical Bid and the Financial Bid. The Financial Bid shall be submitted only as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared nonresponsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 12.2. **Technical Bid:** Bidders shall have to submit their hard copy of Technical Bid at the O/o Divisional Forest Officer, Puri (WL) Division, Puri. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.

12.3. **Financial Bid:** Bidders shall have to submit their hard copy of Financial Bid at the of the O/o the Divisional Forest Officer, Puri (WL) Division, Puri in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail. The financial bid shall be submitted in separate sealed envelope. Financial Bid shall comprise of the following:

Service Charge for “Engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha”

The Service Charge quoted shall be inclusive of:

- Profit
- Benefit under Employees Compensation Act wherever applicable
- Insurance
- Administration Expenses
- Interest Cost (if any)
- Contingency
- Conveyance
- Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by Divisional Forest Officer, Puri (WL) Division, Puri
- Tools and tackles (to be considered for quoting Service charge for Maintenance Services)
- Any other that the Bidder would like to factor to deliver the Scope of work.

12.4. Basic rate for each item should be per unit.

12.5. The basic and total rate should be inclusive of supply, transportation, installation, warranty, maintenance and any other incidental charges.

12.6. **Rates should be exclusive of all statutory taxes.**

12.7. The financial proposal shall be valid for a period of 120 days from the date of opening of the bid. If accepted, the applicable rates shall be valid for a period of 12 months from the date of issue of letter of award. However, owing to special circumstances,

Divisional Forest Officer, Puri (WL) Division, Puri reserves option to have a new rate contract for additional requirement by issuing another tender.

12.8. The quantity mentioned in BoQ Sheet is indicative and may be increased or decreased as per actual requirement of Divisional Forest Officer, Puri (WL) Division, Puri.

12.9. The rates quoted shall be applicable for anywhere in the state of Odisha for a period of 12 months from the date of award of order.

12.10. In case the preferred bidder is unable to deliver the services mentioned in the scope of work, as per specifications and/or within stipulated time Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to negotiate with the next preferable bidder.

12.11. In case of any dispute arises in regard to the tender, the decision of Divisional Forest Officer, Puri (WL) Division, Puri will be final and binding.

12.12. In case of litigation, the courts at Puri only will have the jurisdiction for deciding the case according to Indian law and force.

- 12.13. Divisional Forest Officer, Puri (WL) Division, Puri taking into accounts past performance of party, reserves the right to reject any tender.
- 12.14. It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of Divisional Forest Officer, Puri (WL) Division, Puri to order any products offered. The decision of Divisional Forest Officer, Puri (WL) Division, Puri in this regard would be final and be entirely, at its discretion.
- 12.15. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all the goods or fails to perform any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser. A successful bidder must bid for all the items.

13. Late and Delayed Bids:

- 13.1. Bids must be received no later than the date and time stipulated in the RFP document. Divisional Forest Officer, Puri (WL) Division, Puri may, at its discretion, extend the deadline for submission of bids in which case all rights and Divisional Forest Officer, Puri (WL) Division, Puri and the bidder will be the same.
- 13.2. Any bid received by Divisional Forest Officer, Puri (WL) Division, Puri after the deadline for submission of bids, as stipulated above, shall not be considered.

14. Material Deviation

Material Deviation received in the bids shall include, inter alia, the following:

- 14.1. Bids must be received no later than the date and time stipulated in the RFP document. Divisional Forest Officer, Puri (WL) Division, Puri may, at its discretion, extend the deadline for submission of bids in which case all rights and Divisional Forest Officer, Puri (WL) Division, Puri and the bidder will be the same.
- 14.2. The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- 14.3. The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
- 14.4. It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);
- 14.5. The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 14.6. The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 14.7. The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 14.8. It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

15. **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:

- i. made a complete and careful examination of the RFP documents, including the proforma agreement;
- ii. received all relevant information requested from Divisional Forest Officer, Puri (WL) Division, Puri.
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Divisional Forest Officer, Puri (WL) Division, Puri relating to any of the matters related to this RFP or otherwise;
- iv. satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with Divisional Forest Officer, Puri (WL) Division, Puri and performance of all of its obligations there under;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Divisional Forest Officer, Puri (WL) Division, Puri.
- vi. agreed to be bound by the undertakings provided by it under and in terms;

Divisional Forest Officer, Puri (WL) Division, Puri shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Divisional Forest Officer, Puri (WL) Division, Puri.

16. Opening and Evaluation of Technical Bid

- 16.1. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.
- 16.2. The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the RFP documents without any material deviations, objections, conditionality or reservations.
- 16.3. A Technical Bid which is not substantially responsive, may be rejected by Divisional Forest Officer, Puri (WL) Division, Puri and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 14 of the Material deviation.
- 16.4. The responsive Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Divisional Forest Officer, Puri (WL) Division, Puri

reserves the right to seek clarification/documents from the bidders if Divisional Forest Officer, Puri (WL) Division, Puri considers it necessary for proper assessment of the bid.

16.5. The Technical Bids will be evaluated based on eligibility criteria & technical evaluation criteria and only those Bidders whose Technical Proposals get a score of minimum **70 (seventy) marks** or more out of **100 (one hundred)** shall qualify for financial bid opening.

17. Opening of Financial Bid and Final Evaluation

17.1. The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.

17.2. The selection of the bidder shall be based on the QCBS method in which weightage of the technical score shall be 70% and weightage of the financial score shall be 30%.

17.3. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be the Successful Bidder who shall be awarded the contract. In the event two or more bids have the same score in final ranking, the bidder having higher technical score during the technical evaluation round will be considered as the H-1 bidder. In the event that 2 (two) or more "Tie Bidders" have the same technical score (TS), Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to choose the Successful Bidder.

ST = (100 x T/TH)

Where "ST" = Technical score

"TH" = Highest Technical Score secured by any qualified bidder

"T" = Technical Score of the Proposal under consideration.

SF = 100 x (FM / F)

Where "SF" = Financial score,

"FM" = Lowest Evaluated Financial Bid

"F" = Quoted Financial Bid under consideration

The weightage given to the Technical (T) and Financial (P) Proposals are: T = 0.7, and P = 0.3. Proposals are ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal:

(Combined Score S) = (ST x T) + (SF x P)

The Bidder having the highest combined score (Technical + Financial) shall be the Successful Bidder.

- 17.4. The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).
- 17.5. Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the contract. In such an event, Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to,
 - a. invite the next-ranked bidder and negotiate upon the following scenario, or
 - b. take any such measure as may be deemed fit in the sole discretion of Divisional Forest Officer, Puri (WL) Division, Puri including annulment of the Bidding Process.

In case of significant variation in the rates of various individual items, Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder.

- 17.6. The Financial Bid should be including all costs. The tender does not entail any commitment on the part of Divisional Forest Officer, Puri (WL) Division, Puri either financially or otherwise. Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to accept or reject any or all tenders without incurring any obligation to inform the applicants.

18. Successful Bidder:

- 18.1. The Successful Bidder shall be issued the LOA. The Successful Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Preferred Bidder shall be forfeited.
- 18.2. Divisional Forest Officer, Puri (WL) Division, Puri is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process. Divisional Forest Officer, Puri (WL) Division, Puri has the right to accept any Bid and to reject any or all bids.

19. Right to accept any Bid and to reject any or all bids

- 19.1. Divisional Forest Officer, Puri (WL) Division, Puri is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 19.2. Divisional Forest Officer, Puri (WL) Division, Puri may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous

occasions by any of the central/ state government ministry/ department/institutions/local bodies/ municipalities/ PSUs, etc.

19.3. Divisional Forest Officer, Puri (WL) Division, Puri may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

20. Award of Contract

20.1. Divisional Forest Officer, Puri (WL) Division, Puri will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.

20.2. Divisional Forest Officer, Puri (WL) Division, Puri will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which Divisional Forest Officer, Puri (WL) Division, Puri will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

20.3. The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Divisional Forest Officer, Puri (WL) Division, Puri in this regard.

20.4. The Successful Bidder will be required to execute the contract for the services within a period of 7 (seven) Days from the date of issue of Letter of Award.

21. Performance Security

21.1. The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is 3% of total project cost/contract value) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including E- Bank Guarantee) from a Commercial Bank in an acceptable form in favour of DFO, Puri Wildlife Division, Puri." The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Bid Security is provided at **Annexure-XII**.

21.2. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

22. Payment Terms

1. Payment shall be made on the basis of **monthly invoice** raised by the Agency for deployed resources. The Agency must submit **monthly attendance of deployed resources** as per the RFP and attendance system approved by the competent authority. The requirement of resources may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of Divisional Forest Officer, Puri (WL) Division, Puri.
2. Payments against deployment of facility management personnel - based on the actual number of personnel deployed for this purpose, attendance, manpower cost computed along with the Service Charge.

3. The Agency shall be paid for each category of personnel at the rates plus applicable Service charge and taxes as per the norms of the Government.

Note:

- i. The present basic wages indicated above are as per rates effective w.e.f. 01.04.2025 published by Office of the Labour Commissioner, Govt. of Odisha, vide Notification – 2602/ dt. 30.04.2025. It will be modified as per the notifications issued by Office of the Labour Commissioner, Govt. of Odisha time to time.
- ii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- iii. The strength of facility management and support services personnel may vary (i.e., increase/decrease) and subject to review once in every quarter.
- iv. Applicable Income Tax and GST shall be deducted at source.
- v. Divisional Forest Officer, Puri (WL) Division, Puri shall pay consolidated monthly payments. The Agency shall be responsible for compliance of all applicable statutory rules and regulations.
- vi. For manpower to be deployed for Additional Support Services, the wages / remuneration shall be as per their respective skill category prescribed under the applicable laws or as shall be decided by Divisional Forest Officer, Puri (WL) Division, Puri.
- vii. Also, for any other personnel that may be engaged, the wages / remuneration and applicable service charge shall be fixed by Divisional Forest Officer, Puri (WL) Division, Puri.
- viii. Retention amount @ 20% of basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Bonus (8.33%), Gratuity (4.81%), Leave / Holiday Wages (6.30%) and other risk components like damage/loss to Divisional Forest Officer, Puri (WL) Division, Puri/ Tourism property, other suspected sabotage etc. The Retention Amount shall be released after completion of each contractual year upon clearance of all above dues. However, this can be refunded after meeting the concerned liabilities/loss and submission of proper documentary evidence to Divisional Forest Officer, Puri (WL) Division, Puri.

4. The Agency shall maintain proper records of his employees' attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice.
5. The salary of all employees deployed at various locations as mentioned shall be made through Bank credit by 3rd of the succeeding month. The Bank Account particulars of all the Agency' employees shall be submitted to Divisional Forest Officer, Puri (WL) Division, Puri. No cash payment is allowed.
6. The agency will keep Divisional Forest Officer, Puri (WL) Division, Puri indemnified against any claims/disputes arising between the agency and its employees deployed at various locations.
7. The agency shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.

8. The agency shall ensure that the facility management and support services are rendered uninterrupted. The same shall not be affected by any kind of strike, rally, bandh or dharana or protest staged by any stakeholder during the contract period.
9. The agency shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the agency has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of facility management personnel. The Agency will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the facility management personnel have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
10. The agency shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The agency shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof which may arise.
11. Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable), etc. shall be to the account of Divisional Forest Officer, Puri (WL) Division, Puri.
12. In addition to the above, GST as applicable will be paid to the agency on gross monthly invoice amount subject to submission of required proof as per rule. The agency shall raise the invoice as per GST Act and Rules.
13. TDS at applicable rate under GST Act shall be deducted at the time of release of payment.
14. The Agency will submit the invoice in duplicate to Divisional Forest Officer, Puri (WL) Division, Puri in every month. The agency shall submit invoices separately against each of the services that it has provided for the relevant month. The submission of the invoices shall be along with the below mentioned documents duly stamped and signed by the authorized signatory of the Agency:
 - a. attendance record of the employees for the relevant month – duly certified by the concerned Divisional Forest Officer, Puri (WL) Division, Puri official and concerned Officer-in-charge as a mark of acceptance and verification.
 - b. the wages sheet of the employees for the relevant month
 - c. Bank statement for crediting the net wages amount to the individual bank account of the employees – duly certified by the concerned Bank.
 - d. PF Deposit Challan & ECR copy of the month preceding the relevant month.
 - e. Challan and ESI Deposit (if applicable) of the month preceding the relevant month.
 - f. GST deposit challan of the month preceding the relevant month.
 - g. Logbook record for all housekeeping equipment / machineries / vehicle deployed.

- h. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance)
- i. Any other statutory deductions if so, will be submitted for the preceding month with the invoice.

Note: The relevant month implies the month for which the invoice is being raised. The invoice amount should separately mention the Basic + VDA amount provided to the facility management personnel and consolidated wages provided to all the staffs engaged.

15. Monthly payments (unit-wise) will be released by Divisional Forest Officer, Puri (WL) Division, Puri on the certification of concerned officer in-charges that the Agency has complied with all the statutory or obligatory or both provisions/benefits of the personnel deployed by the Agency.
16. In case that invoices of the Agency are not submitted in time or submitted with improper documentations, the respective Officer-in-charge shall intimate the same to Divisional Forest Officer, Puri (WL) Division, Puri on quarterly basis. Based on this report the extension of contract shall be decided. Similarly, any legitimate dues which are not paid by the Agency shall be intimated to Divisional Forest Officer, Puri (WL) Division, Puri by respective Officer- in-charge.
17. Divisional Forest Officer, Puri (WL) Division, Puri will certify that payments are made on due time and other dues are fulfilled as per contract Terms & Conditions.
18. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the agency mentioning Divisional Forest Officer, Puri (WL) Division, Puri work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.
19. The agency shall be reimbursed for personnel Outfit & Annual Training Allowance.
20. No Service charge shall be applicable on reimbursements mentioned in Sub-Clause (19) above.

23. Duration of the Contract

The term under the contract shall be for a **period of 3 years** from the date of execution of the contract subject to **annual renewal** on the basis of satisfactory performance. The engagement may be **further extended for another two years** on mutually agreed terms and conditions. The **agreement** will be signed for a **period of one year**.

E. Eligibility Criteria

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

Criteria	Requirements	Documentary Evidence
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Legal Entity	The bidder should be a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Partnership Act 1932 or a Proprietorship Firm.	Certificate of Registration/ Incorporation (s)
Financial Capacity	The bidder should have a minimum average annual turnover of INR 04 crores in any 3 of the last 5 financial years ending FY 2024-25. i.e. FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25.	Certificate from CA and audited financial statements for previous five financial years. Chartered Accountant's UDIN (Unique Document Identification Number) to be clearly mentioned.
Net Worth	The bidder should have a positive net worth in last 3 financial years ending 31 st March 2025.	Certificate from CA. Chartered Accountant's UDIN (Unique Document Identification Number) to be clearly mentioned.
Quality Certification	The Bidder must have minimum quality certification of ISO 9001: 2015.	Certificate copies should be submitted, and it should be valid till the Bid Due Date of this RFP
Bidder Experience	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years for any Central / State Government Department / Government Organization / Private Organization, which shall be either of the following:</p> <p>i. One similar completed Facility Management Services of annualized value of at least INR 02 crore each OR</p> <p>ii. Two similar completed Facility Management Services of annualized value of at least INR 01 crore each OR</p> <p>iii. Three similar completed Facility Management Services of annualized value of at least INR 50 Lakh each</p> <p>Note: “Facility Management Services” shall mean services related to:</p> <ol style="list-style-type: none"> 1. Cleaning & sweeping/ garbage collection/ pest control, laundry; 2. Hospitality services; 3. Garden & Park Maintenance 4. Electrical / Mechanical / Civil Maintenance 5. Any other combination of the activities 	<p>Work Order/LOA (Contract Value & Scope of Work to be mentioned), Agreement & Completion Certificate.</p> <p>In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client.</p>

	<p>listed at # 1 to 4.</p> <p>6. Applicable 5 (five) years shall be preceding five financial years (i.e., FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25).</p> <p>7. For these criteria, Bidders shall not submit multiple orders for activities listed under Sr. No. 1 to 4, for the same work and from the same Client for the same period of contract. Such work orders shall be counted as one.</p>	
Non-Blacklisting	The Bidder should not have ever been blacklisted by any Government or Central Govt./State Govt./PSU/Government Agency/Govt. Department.	Self-Declaration / Affidavit
PAN & GSTIN	The Bidder should furnish the copies of the valid PAN and GSTIN registration in Odisha .	Copy of PAN & GST Registration Certificate in Odisha

Note:

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. JV/Consortium is not allowed.
- c. If a bidder has received an extension for a particular work order, the original contract and its extension shall form a part of the original work order, not as separate work orders.

F. Technical Evaluation Criteria

Sl. No.	Criteria	Max Marks	Document / Evidence Required
1.	<p>Relevant Experience of the bidder in providing Solid Waste Management/ Facility Management Services in the last five (5) financial years to any Central / State Government Department / Government Organization / Private Organization.</p> <p>If Annual Contract Value (INR) is between:</p> <ul style="list-style-type: none"> • 01 crores to <=02 crores – 15 marks • 02 crores to <=05 crores – 25 marks • Above 05 crores – 30 marks <p>Note:</p> <ul style="list-style-type: none"> • “Facility Management Services” shall mean services related to: <ol style="list-style-type: none"> 1. Cleaning & sweeping/garbage collection/ pest control, laundry; 2. Hospitality services; 3. Garden & Park Maintenance 4. Electrical / Mechanical / Civil Maintenance 5. Any other combination of the activities listed at # 1 to 4. 6. Applicable 5 (five) years shall be preceding five financial years (i.e., FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25). • For these criteria, Bidders shall not submit multiple orders for activities listed under Sr. No. 1 to 4, for the same work and from the same Client for the same period of contract. Such work orders shall be counted as one. 	30 marks	<p>Work Order/LOA, Agreement & Completion Certificate</p> <p>(Contract Value, Scope of Work to be mentioned. The services, as applicable, mentioned in the adjacent column under Note should be clearly defined in the scope of work).</p>
2.	Number of similar projects undertaken by the bidder in the last five (5) years for any Central / State Government Department / Government Organization / Private Organization with minimum	20 marks	<p>Work Order/LOA, Agreement & Completion Certificate</p> <p>(Contract Value, Scope</p>

	<p>contract value of INR 25 Lakh.</p> <ul style="list-style-type: none"> • 1 to 3 projects – 5 marks • 4 to 6 projects – 10 marks • Above 6 projects – 20 marks <p>Note:</p> <ul style="list-style-type: none"> a) Project experience submitted under this category shall not be considered for the evaluation under category 1 above. b) For these criteria, Bidders shall not submit multiple orders for activities listed under Sr. No. 1 to 4, for the same work and from the same Client for the same period of contract. Such work orders shall be counted as one. 		of Work to be mentioned.)
3.	<p>Deployment of personnel in one single project.</p> <ul style="list-style-type: none"> • 10 to 20 personnel – 5 marks • 21 to 50 personnel – 15 marks • Above 50 personnel – 20 marks 	20 marks	Certificate / Declaration from client confirming the total strength of personnel deployed in a single project.
4.	<p>During technical presentation, the bidder shall be evaluated on the following:</p> <ul style="list-style-type: none"> • Understanding of the assignment – 5 marks • Approach and Methodology – 5 marks • Standard operation procedures adopted including demonstration in handling emergency situations – 5 marks • Quality control and testing procedures – 5 marks • Technological solutions – 5 marks • Training to personnel – 5 marks 	30 marks	Technical Presentation to be submitted on the day of technical presentation which will be conveyed by the competent authority.
	Total Marks	100	
	Qualifying Marks	70	

Note:

- a. Only those bids whose technical score is 70 or above shall be eligible for opening of financial bids.
- b. Proposals must exclude any financial information; inclusion of such details will result in disqualification of the bidder.
- c. If a bidder has received an extension for a particular work order, the original contract and its extension shall form a part of the original work order, not as separate work orders.
- d. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- e. JV/Consortium is not allowed.
- f. Similar Projects means projects related to Facility Management Services which shall be as follows:

1. Cleaning & sweeping/garbage collection/ pest control, laundry;
2. Hospitality services;
3. Garden & Park Maintenance
4. Electrical / Mechanical / Civil Maintenance
5. Any other combination of the activities listed at # 1 to 4.

G. Terms of Reference

1. Project Background

The Marine Drive stretch between Konark and Puri is a scenic coastal corridor along the Bay of Bengal, spanning approximately 25-30 km and celebrated for its breathtaking ocean views, lush greenery, and tranquil beaches. It connects two of Odisha's most iconic destinations — the UNESCO World Heritage Site of the Sun Temple at Konark and the historic, spiritually significant city of Puri — forming a key segment of the larger Puri-Konark-Bhubaneswar tourism triangle that attracts millions of domestic and international visitors annually.

The route is renowned not only for its tourism appeal and long coastal vistas but also for its ecological sensitivity. The landscape comprises casuarina belts and native tree plantations that act as natural windbreaks and provide important coastal protection, enhancing the visual experience while supporting biodiversity and mitigating erosion.

Despite its popularity as a tourist drive, the corridor faces growing environmental pressures from increasing visitor numbers, unmanaged waste, and seasonal surges during festivals and peak travel months. Recognizing these challenges, this project proposes a comprehensive Sanitation and Zero-Waste Zone Management Plan aimed at transforming the entire Marine Drive into a model Zero-Waste Coastal Tourism Corridor. The objective is to ensure environmental sustainability, enhance the visitor experience, and protect the fragile coastal ecosystem through scientifically designed waste collection, segregation, transportation, and environmentally appropriate disposal mechanisms.

By integrating best practices in waste management, promoting community participation, and aligning with sustainable tourism principles, the project seeks to establish a replicable framework for coastal destination stewardship that can be extended to other sensitive coastal stretches across Odisha and beyond.

2. Objective of the Assignment

The overall objective of this assignment is to design, implement, and operationalize an integrated, end-to-end sanitation and solid waste management system along the Konark–Puri Marine Drive, transforming the corridor into a model '**Zero-Waste Coastal Tourism Zone**' that ensures high standards of cleanliness, safeguards the coastal ecosystem, and significantly enhances the visitor experience.

The above objective will be achieved through the following specific objectives:

- To establish and operate comprehensive sanitation services along the entire Marine Drive corridor, including public convenience facilities and regular cleanliness and maintenance operations.

- To ensure efficient, end-to-end collection, transportation, and systematic handover of all collected waste to Puri Municipality and Konark NAC in full compliance with applicable standards and protocols.
- To develop and sustain the Marine Drive stretch as a designated Zero-Waste Zone through source segregation, waste minimization, and recovery-based waste management practices.
- To install and maintain twin litter bins and waste collection points at high-footfall, tourist-intensive, and litter-prone locations along the corridor.
- To enhance the visual appeal and environmental quality of the Marine Drive through sanitation-linked beautification and cleanliness interventions.

To implement structured and accountable waste management systems for waste generated by roadside vendors, hawkers, hotels, dhabas, commercial establishments, shops, and adjoining village settlements.

3. Scope of the Project

3.1. Geographical Scope

The scope shall cover the 25-29 KM stretch of Marine Drive corridor from Konark to Puri, including but not limited to:

- Road carriageways, shoulders, and green buffers
- Beaches, viewpoints, parking areas, and tourist stoppage points
- Roadside vending zones and commercial establishments
- Adjacent habitations and identified littering hotspots

3.2. Programmatic intervention

The selected agency shall be responsible for planning, implementing, operating, and monitoring an integrated, end-to-end sanitation and solid waste management system across the entire Konark–Puri Marine Drive corridor, aimed at establishing and sustaining the stretch as a Zero-Waste Coastal Tourism Zone. Key responsibilities shall include:

3.2.1. Waste Storage and Processing Infrastructure

- Operation and maintenance of MCC/MRF
- Install and maintain twin litter bins at:
 - High-footfall tourist locations
 - Vendor clusters and commercial pockets
 - Entry/exit points and scenic viewpoints
- Ensure regular cleaning, maintenance, and timely replacement of bins.

3.2.2. Sanitation and Cleaning Operations

The selected agency shall:

- Carry out daily sweeping and cleaning of the Marine Drive stretch.
- Ensure daily cleaning of:
 - Viewpoints, beaches, and tourist nodes
 - Parking areas, lay-bys, and rest points
 - Secondary waste collection points and dustbins

- Remove litter from roadside vegetation, forest edges, drains, and open areas.
- Eliminate illegal dumping and Garbage Vulnerable Points (GVPs) through continuous cleaning and monitoring.

3.2.3. Waste Collection, Transportation, Processing and treatment

- Ensure daily, reliable door-to-door collection of segregated waste from all commercial establishments, including hotels, restaurants, dhabas, shops, tea stalls, coconut vendors, and other roadside vendors as well as nearby habitations along the corridor.
- Ensure waste segregation at source.
- Collect waste from public litter bins and roadside collection points daily.
- Make special operational arrangements during peak tourist seasons, weekends, and festivals.

3.2.4. Waste Processing and Sanitation Park Support

- Support operation and/or linkage with a Sanitation Park / Waste Processing Centre, including:
 - Composting of wet waste
 - Sorting and storage of dry waste
 - Safe handling of special care and sanitary waste
- Until the Sanitation Park becomes fully operational, ensure daily transportation of collected and segregated waste to authorized facilities of Konark NAC and Puri Municipality through:
 - Designated municipal handover points, and/or
 - Identified Waste Processing Facility
- Coordinate closely with Puri Municipality and Konark NAC for handover of collected waste for final disposal and compliance.
- Ensure compliance with:
 - Solid Waste Management Rules, 2024
 - Applicable Coastal Regulation Zone (CRZ) norms

3.2.5. Manpower Deployment and Management

A. Operational Parameters

Parameter	Details / Calculation
Total road length under operation	30 km (30,000 meters)
Daily operational shift	8 hours per day
High-footfall / picnic / parking areas	7 locations × 6 sanitation workers = 42 workers
Road plogging & sanitation coverage	1 sanitation worker per km × 30 km = 30 workers
Total active sanitation workers	42 + 30 = 72 workers
Reserve / leave / contingencies	20% of 72 ≈ 14 workers
Total sanitation manpower required	72 + 14 = 86 workers
Supervisory ratio	1 Supervisor per 10 sanitation workers
Supervisors required	86 ÷ 10 ≈ 9 Supervisors

Average beat length	~1.0 km per worker per shift
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B. Collection and Transportation Staffing

Item	Requirement
Tractor with trailer / Mini-tippers	3 vehicles
Drivers (tippers)	3
Loaders / helpers (tippers)	3
Waste collection LCVs	2 vehicles
Drivers (LCVs)	2
Helpers (LCVs)	2

C. Total Staffing Requirement

Category	Numbers
Sweepers / Sanitation Workers	86
Loaders & Helpers (all vehicles)	5
Processing and treatment staff/SHG members	10
Drivers (tippers + LCVs)	5
Supervisors	9
Support Staff (IEC, coordination, grievance handling)	4
Documentation & Reporting Staff	1
Project Manager / Site In-charge	1
Grand Total Manpower	121 Personnel

3.2.6. IEC, Awareness and Behaviour Change

- Design, install, and maintain:
 - “Zero-Waste Zone” signage
 - Tourist-oriented Do’s & Don’ts boards
 - Other IEC related display
- Conduct continuous awareness and sensitisation activities for:
 - Tourists
 - Vendors and shopkeepers
 - Hotel and hospitality staff
- Implement QR-based grievance redressal and feedback mechanisms.

3.2.7. Beautification and Aesthetic Improvements

- Daily cleaning and upkeep of viewpoints and public spaces.
- Painting and branding of dustbins and sanitation assets.
- Cleaning and painting of railings, pathways, and sanitation structures.
- Plantation and landscaping at identified locations to enhance visual appeal.

3.2.8. Monitoring, Documentation and Reporting

- Maintain daily records of:
 - Area cleaned
 - Waste collected, transported, and handed over
 - Manpower and vehicle deployment
- Submit monthly progress reports.
- Provide geo-tagged and photographic documentation.

- Participate in review meetings, inspections, and audits as required.

3.3. Concession Period

The engagement shall be for 3 years from the date of signing the agreement, with a provision for extension up to 2 years, subject to satisfactory performance and mutual agreement.

3.4. Deliverables & Key Performance Indicators (KPIs)

Sl. No.	Programmatic Area	Key Deliverables	Key Performance Indicators (KPIs)
i	Sanitation & Cleaning Operations	Daily sweeping and cleaning of the entire Konark–Puri Marine Drive corridor	<ul style="list-style-type: none"> • % of corridor length cleaned daily • Compliance with daily cleaning schedules
ii		Cleaning of beaches, viewpoints, parking areas, lay-bys, picnic spots, and tourist nodes	<ul style="list-style-type: none"> • No. of locations cleaned daily • Cleanliness score during joint inspections
iii	Litter & GVP Management	Continuous identification, elimination, and monitoring of Garbage Vulnerable Points (GVPs)	<ul style="list-style-type: none"> • No. of GVPs identified and eliminated • Recurrence rate of GVPs
iv	Door to door Waste Collection Coverage	Daily door-to-door collection of segregated waste from vendors, hotels, dhabas, shops, roadside establishments, and adjoining habitations	<ul style="list-style-type: none"> • % of waste generators covered • Missed collection incidents
v	Source Segregation	Enforcement of segregation at source across all waste generators	<ul style="list-style-type: none"> • % of waste received in segregated form
vi	Public Waste Storage Infrastructure	Installation, operation, and upkeep of approved twin litter bins at identified locations	<ul style="list-style-type: none"> • No. of bins installed vs approved • % bins functional
vii		Regular cleaning, servicing, and replacement of litter bins	<ul style="list-style-type: none"> • Bin overflow incidents • Frequency of bin servicing
viii	Waste Transportation	Same-day transportation of collected waste using designated vehicles	<ul style="list-style-type: none"> • % waste transported on the same day • Vehicle availability and uptime
ix	Waste Handover & Interim Disposal	Systematic handover of collected waste to Konark NAC / Puri Municipality or authorized facilities (prior to Sanitation Park operationalization)	<ul style="list-style-type: none"> • % waste handed over as per approved protocol
x	Sanitation Park –	Design and construction of a 5 TPD Sanitation Park	<ul style="list-style-type: none"> • Construction milestones achieved as per timeline

	Construction		
xi	Sanitation Park – Commissioning & Operationalization	Commissioning and full operationalization of the Sanitation Park for processing all collected waste	<ul style="list-style-type: none"> • Readiness for commissioning • Date of commissioning • % waste processed at Sanitation Park
xii	Waste Processing & Recovery	Processing of waste at Sanitation Park including composting of wet waste and recovery of dry waste	<ul style="list-style-type: none"> • % wet waste composted • % dry waste recovered and channelized
xiii	Manpower Deployment	Deployment of trained sanitation and processing manpower with full PPE	<ul style="list-style-type: none"> • Attendance rate • PPE compliance rate
xiv	Supervision & Operations Management	Deployment of supervisors as per approved ratio and beat plans	<ul style="list-style-type: none"> • Supervisor-to-worker ratio maintained • Field supervision records
xv	IEC & Behavior Change	Installation and upkeep of “Zero-Waste Zone” signage, tourist Do’s & Don’ts boards, and IEC displays	<ul style="list-style-type: none"> • No. of IEC assets installed and maintained
xvi		Continuous awareness activities for tourists, vendors, and hospitality establishments	<ul style="list-style-type: none"> • No. of IEC / awareness activities conducted • Vendor and stakeholder coverage
xvii	Beautification & Aesthetics	Cleaning, painting, branding, and upkeep of sanitation assets and public infrastructure	<ul style="list-style-type: none"> • No. of assets maintained • Visual quality score during inspections
xviii	Plantation & Landscaping	Plantation and landscaping at identified locations along the corridor and Sanitation Park	<ul style="list-style-type: none"> • No. of locations landscaped
xix	Monitoring & Reporting	Daily, monthly, and compliance reporting with geo-tagged photographic evidence	<ul style="list-style-type: none"> • Timeliness of reports • Data completeness and accuracy
xx	Grievance Redressal	QR-based grievance registration, tracking, and resolution system	<ul style="list-style-type: none"> • No. of grievances resolved • Average resolution time
xxi	Feedback & User Satisfaction	Capture and analysis of tourist and stakeholder feedback	<ul style="list-style-type: none"> • Visible litter index • Tourist satisfaction rating
xxii	Regulatory Compliance	Compliance with Solid Waste Management Rules, 2024 and applicable CRZ norms	<ul style="list-style-type: none"> • No. of violations / statutory notices

3.5. Project Outcomes

- **100% of the Konark–Puri Marine Drive corridor**, including roadways, beaches, viewpoints, parking areas, vending zones, and public spaces, maintained clean, hygienic, and litter-free throughout the concession period.
- **Construction, commissioning, and sustained operation of a 5 TPD Sanitation Park / MCC–MRF**, enabling decentralised processing of wet, dry, sanitary, and special care waste generated along the corridor.
- **Seamless transition from interim municipal handover to in-house waste processing**, ensuring continuity of services with no service disruption during the construction and commissioning phase.
- **End-to-end operationalisation of an integrated sanitation and solid waste management system**, ensuring uninterrupted daily sweeping, waste collection, transportation, processing, and authorised disposal of all waste streams.
- **≥ 90% reduction in visible littering, open dumping, and Garbage Vulnerable Points (GVPs)** within the first year of implementation, sustained thereafter.
- **≥ 95% compliance with source segregation and scientific waste processing and recovery practices**, resulting in measurable improvement in coastal cleanliness, public hygiene, and environmental indicators.
- Formal establishment and sustained maintenance of the Marine Drive as a “**Zero-Waste Coastal Tourism Zone**”, supported by functional sanitation infrastructure and behaviour change.
- **≥ 85% positive feedback** from tourists and stakeholders through surveys and QR-based feedback mechanisms.

- **≥ 75% of registered grievances resolved within 48 hours**, ensuring responsive, transparent, and accountable service delivery.

Divisional Forest Officer, Puri (WL) Division, Puri shall have the liberty to increase/decrease the areas for deployment of personnel. The Agency will have to deploy the personnel at the designated areas/new areas as decided by Divisional Forest Officer, Puri (WL) Division, Puri within one month of notice. The new area can be any location within the district. Divisional Forest Officer, Puri (WL) Division, Puri shall, from time to time define / specify the skill-levels/certification requirement (as applicable) for different categories of manpower. The skill-category of the manpower to be deployed by the Agency shall be decided in consultation with Divisional Forest Officer, Puri (WL) Division, Puri

1. Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to determine any changes in the eligibility conditions of the manpower deployed in case of problem in engaging eligible manpower as above due to non-availability.
2. Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to change the type of manpower required to be deployed and determine the eligibility and pay conditions. The service charges will remain same as per the finalized bid value of the selected bidder.
3. The selected Agency shall be held responsible for conduct, deeds of its facility management personnel deployed in areas as per Clause 2.2 of scope of work.

4. All facility management personnel deployed by the selected agency shall at all point of time continue to be the employees of the selected agency for all purposes and the selected agency shall employ and maintain the facility management personnel at its own cost and expenses and shall:
 - i. Keep the facility management personnel and its registers/roll, pay their salaries/wages through Bank including all statutory payments allowances and meet their cost of safety/health & other equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (If applicable) Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Agency will ensure that no Central and State laws of any kind including labour law and administrative instructions / advisories of State and Central government are violated in any manner.
 - ii. Provide to the facility management personnel uniforms free of cost without recovery from them. The clothes worn by the facility management personnel while on active duty shall be such that it would not hamper in his/her efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every facility management personnel, while on duty, will wear and display the photo identity card issued on the outer most garment above waist level in a conspicuous manner.
 - iii. The selected Agency shall ensure submission of all statutory monthly/ weekly / half yearly/annual returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to Divisional Forest Officer, Puri (WL) Division, Puri along with payment particulars. If the selected Agency fails to comply and effect payment to the aforesaid competent authorities, then Divisional Forest Officer, Puri (WL) Division, Puri shall be at liberty to withhold payment of invoice till payment to the competent authority by the selected Agency. But

Divisional Forest Officer, Puri (WL) Division, Puri is in no way liable for these lapses on part of the selected Agency.

5. The following performance parameters will be adhered to:
 - i. The place of duty and nature of duty will be fixed by Divisional Forest Officer, Puri (WL) Division, Puri as per their requirements. The selected agency will replace any facility management personnel within 48 hours if Divisional Forest Officer, Puri (WL) Division, Puri finds that their performances not satisfactory. For any breach of contract by any facility management personnel deployed by the Agency, Divisional Forest Officer, Puri (WL) Division, Puri shall maximum give 3 warnings (no. of warnings shall depend upon the nature of the breach), after which the selected Agency shall be asked to replace the concerned personnel.
 - ii. The agency shall increase or decrease the strength of facility management personnel as per the requirement of Divisional Forest Officer, Puri (WL) Division, Puri within one month of notice.
 - iii. The agency shall not allow its facility management personnel to collude/align with the employees of Divisional Forest Officer, Puri (WL) Division, Puri/dealers/

transporters/supplies and their agents and brokers or to join in any trade union or take part in any agitation.

iv. Divisional Forest Officer, Puri (WL) Division, Puri reserves the right to direct the selected agency to transfer the facility management personnel periodically to obviate their collusion/ association / intimacy with Divisional Forest Officer, Puri (WL) Division, Puri/Staff/dealers/transporters/Suppliers or their agents and brokers.

2.1. Facility Management Services - Detailed Scope of Work

2.1.1. General Administration

- 1.1. The Agency shall deploy the staffs as mentioned in the list provided in clause 3.2.5 at various locations. These personnel shall be deployed only after obtaining prior approval from Divisional Forest Officer, Puri (WL) Division, Puri post selection process.
- 1.2. The Facility Manager shall be In-charge of overall facility/ tourism property and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of Divisional Forest Officer, Puri (WL) Division, Puri.
- 1.3. The detailed scope of services to be provided for General Administration shall be the following:
 - a. The General Administration staff are responsible for the maintenance and upkeep of the facility, ensuring that all the FMS and other services are delivered properly, and ensure health and safety standards, as applicable.
 - b. Overseeing functions such as hospitality, cleaning and laundry, maintenance.
 - c. Supervising teams of staff across different services.
 - d. Ensuring that basic facilities are well-maintained and conducting proactive maintenance or informing Divisional Forest Officer, Puri (WL) Division, Puri as applicable.
 - e. Dealing with emergencies as they arise.
 - f. Ensuring that facilities meet compliance standards and regulations.
 - g. Managing inventory for equipment and consumables, stationary, and any other materials/items.
 - h. Drafting performance/ attendance/maintenance reports.
 - i. Any other work related to upkeep and maintenance of the assigned facility.

2.1.5. Additional Support Services:

1. Divisional Forest Officer, Puri (WL) Division, Puri shall separately provide payments for any additional support manpower as per the provision of this contract.
2. For manpower to be deployed for Additional Support Services, the wages / remuneration shall be as per their respective skill category prescribed under the applicable laws or as shall be decided by Divisional Forest Officer, Puri (WL) Division, Puri.

3. Area-wise tentative number of deployments of such manpower is provided at Appendix – I.

2.1.6. Minimum Qualification requirement of Key Facility Management Personnel

Sl. No.	Staff	Qualifications	Skills
1	Facility Manager	<ul style="list-style-type: none"> ▪ A bachelor's degree, preferably in Hospitality /Facility management. ▪ Seven (7) years of experience in facility and/or service administration and event coordination. 	<ul style="list-style-type: none"> ▪ Proficient in the use of the latest versions of Microsoft Office; email and web searches. ▪ Strong interpersonal skills, able to communicate and work with diverse people at various levels of Govt. organization. ▪ Proficient in English, Odia and Hindi
2	Skilled manpower		<ul style="list-style-type: none"> ▪ The skill-levels/certification requirement (as applicable) for such manpower.

2.2. Obligations of Agency towards deployment of facility management personnel

- The Agency shall ensure that the facility management personnel deployed are healthy and as per eligibility criteria as mentioned below. The agency will get their antecedents; character and conduct of individual facility management personnel verified by respective local police before deployment and shall produce the same. Police verification certificate of all individuals shall be submitted to Divisional Forest Officer, Puri (WL) Division, Puri failing which these individuals cannot be employed as facility management personnel. Any individual found unfit by Divisional Forest Officer, Puri (WL) Division, Puri shall be replaced immediately (within 48 hours).
- The full particulars of the personnel to be deployed by the Agency shall be furnished to Divisional Forest Officer, Puri (WL) Division, Puri along with

testimonials before they are actually deployed for the job. The selected agency shall furnish Divisional Forest Officer, Puri (WL) Division, Puri the following documents in respect of each facility management personnel:

- a. Proof of Permanent Address
- b. Proof of Temporary / Local address.
- c. One pass-port size photograph.
- d. Photo ID card provided by the Agency.
- e. Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
- f. Police verification certificate.
- g. Existing UAN number of each facility management personnel
- h. Certificates of training undertaken by each facility management personnel

The Agency shall ensure selection of right kind of personnel as per the skill / certification requirement, in consultation with Divisional Forest Officer, Puri (WL) Division, Puri.

- iii. The Agency shall neither deploy nor withdraw any personnel at any time without approval of Divisional Forest Officer, Puri (WL) Division, Puri. In case of separation of any existing facility management personnel due to resignation/ termination/ death or any other reason whatsoever the same needs to be substituted as per the Minimum Qualification requirement of FMS.
- iv. A senior level representative of the Agency shall plan periodical visits to the site to review the service performance. The feedback of such visits/reviews shall be recorded for all future references. The periodicity of such review shall be finalized by Divisional Forest Officer, Puri (WL) Division, Puri.
- v. The Agency shall ensure that any replacement of the personnel, as required by Divisional Forest Officer, Puri (WL) Division, Puri for any reason specified or otherwise, shall be done promptly without any additional cost to Divisional Forest Officer, Puri (WL) Division, Puri. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of Divisional Forest Officer, Puri (WL) Division, Puri and at the agency's own cost.
- vi. The Agency shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of Divisional Forest Officer, Puri (WL) Division, Puri. The personnel shall abide by the provisions of law. Police verification is mandatory for employment.
- vii. Under no circumstances the dependent, family members of existing Divisional Forest Officer, Puri (WL) Division, Puri employees/ Ex- employees shall be deployed as facility management personnel in same station where the employees of Divisional Forest Officer, Puri (WL) Division, Puri is working and in case any dependent/family members deployed as facility management personnel at any places, the same shall be intimated to the Nodal Officer, Divisional Forest Officer, Puri (WL) Division, Puri.
- viii. Earned Leave: 1 day for every 20 days worked to be extended to its employees and shall be reimbursed by Divisional Forest Officer, Puri (WL) Division, Puri as in the Price Bid. The other statutory leaves such as casual leave, sick leave, holiday wages etc. shall be on the account of the Agency.

2.3. Training

- i. The required facility management personnel may be required to attend various training programmes in each year. For this purpose, the agency has to take prior approval of Divisional Forest Officer, Puri (WL) Division, Puri for facility management personnel to whom training is to be provided.
- ii. Copy of the details of trainings undertaken by the facility management personnel as well as relevant certificates must be submitted to Divisional Forest Officer, Puri (WL) Division, Puri for inspection and verification.
- iii. Divisional Forest Officer, Puri (WL) Division, Puri shall **reimburse Annual Training Allowance of INR 500 per facility management personnel** undertaking training per year. The amount shall be paid at the end of each contractual year subject to furnishing of required documentary evidence by the agency and certification from Divisional Forest Officer, Puri (WL) Division, Puri regarding satisfactory conduct.

2.4. Accommodation:

The Agency shall take care of the accommodation of facility management and support services personnel that would be deployed across various location at its own cost and expense.

2.5. Medical:

- i. **Medical facilities:** The agency has to provide all medical facilities to their employees at its own cost and expense.
- ii. **Medical Examination:** The agency at its cost shall arrange for initial and periodical medical examination of his employees as well as other special tests from time to time.
- iii. **Epidemic/ Contagious diseases:** The agency shall report immediately to Divisional Forest Officer, Puri (WL) Division, Puri every case of Epidemic/ Contagious diseases occurring in colonies occupied by his employees. Failure to do so will render the agency liable to Divisional Forest Officer, Puri (WL) Division, Puri for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

2.6. Other Terms and Conditions:

1. The number of manpower to be deployed in the tender document is indicative and will be finalized by a committee formed at Divisional Forest Officer, Puri (WL) Division, Puri at the start of every quarter. Divisional Forest Officer, Puri (WL) Division, Puri shall have the liberty to increase/decrease the number of personnel. Divisional Forest Officer, Puri (WL) Division, Puri will have to deploy the personnel as decided by Divisional Forest Officer, Puri (WL) Division, Puri within one month of notice. Such increase/decrease of manpower for any facility management shall only be done after receiving intimation / confirmation from Divisional Forest Officer, Puri (WL) Division, Puri. In such case, the monthly payment will be made on a pro rata basis to the agency.
2. The successful Agency shall deploy its personnel within 15 (Fifteen) days of receiving the work order after obtaining Labour License as per the Contract Labour (R&A) Act & Rules.
3. The Agency should ensure that, all security personnel are issued with ESI Cards within 90 days after issue of contract. Confirmation of same shall be forwarded to Divisional Forest Officer, Puri (WL) Division, Puri.
4. The Agency shall continue the existing PF UAN No of existing facility management personnel in case they are continuing the deployment.
5. The personnel shall be deployed daily, and the working hours will not exceed 48 hours in a week. The selected agency shall not claim any extra charges for deployment of facility management personnel on National /Public holidays (if required).
6. The Agency shall provide the following accessories to each **facility management personnel** on yearly basis at its own cost.

Sl. No.	Items	Quantity
1	Uniform (shirt with Logo and pants)	2 Pairs
2	Shoes	1 Pair
3	Socks	2 pairs
4	Cap	1 piece
5	Belt	1 piece
6	Identity Card	1 Piece
7	Raincoat	1 Piece
8	Apron, Head gears, hand gloves and PPEs for relevant facility management personnel	As required

7. The design of uniform, shoes, identity card and Raincoat shall be approved by Divisional Forest Officer, Puri (WL) Division, Puri before they are issued to the facility management personnel. In addition, a photo identity card will also be issued by Divisional Forest Officer, Puri (WL) Division, Puri to all FMS personnel. The agency will coordinate with Divisional Forest Officer, Puri (WL) Division, Puri for the same. Divisional Forest Officer, Puri (WL) Division, Puri can instruct the agency to provide different designs of uniform to different categories of facility management personnel. The agency shall have to comply with the same. A velcro-based patch bearing the name of the FMS personnel will also be affixed above left breast pocket of the FMS personnel.
8. The above-mentioned items shall be issued in the presence of a committee as prescribed by Divisional Forest Officer, Puri (WL) Division, Puri. The items shall be issued in the first month of each Contractual Year.
9. The reimbursement shall be on the basis of the actual items issued to the number of facility management personnel provided in the deployment plan. The agency shall provide necessary supporting documents to claim the above reimbursement.
10. In case any facility management personnel is replaced by the agency during any Contractual Year and Divisional Forest Officer, Puri (WL) Division, Puri has already reimbursed the Outfit allowance for such facility management personnel, then Divisional Forest Officer, Puri (WL) Division, Puri shall not be liable to pay the Outfit allowance again for the new facility management personnel deployed.
11. In the event of termination of the contract in the middle of a Contractual Year, the outfit allowances reimbursed by Divisional Forest Officer, Puri (WL) Division, Puri, during the relevant Contractual Year, shall be recovered from Performance Security / the invoices payable to the Agency.

12. In case Divisional Forest Officer, Puri (WL) Division, Puri decides to increase the number of personnel, Divisional Forest Officer, Puri (WL) Division, Puri shall pay the Outfit allowance for the additional facility management personnel deployed.
13. The Agency shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar from time to time, deposit of PF and ESI dues (where applicable) as well as payment of other Statutory dues of all the personnel deployed. The Agency shall submit the proof of payment of EPF and ESI (both Employer's and Employee contribution) along with the invoice for release of payment from Divisional Forest Officer, Puri (WL) Division, Puri.
14. In case of any loss that might be caused to Divisional Forest Officer, Puri (WL) Division, Puri due to lapse on the part of the FMS personnel discharging security responsibilities, such loss will be borne by the agency and in this connection, Divisional Forest Officer, Puri (WL) Division, Puri shall have the right to recover the loss including by deducting appropriate amount from the invoice of Agency to make good such loss to Divisional Forest Officer, Puri (WL) Division, Puri besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Agency, Divisional Forest Officer, Puri (WL) Division, Puri shall within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave (including Casual Leave & sick /absent), the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve and provide the same under intimation to Divisional Forest Officer, Puri (WL) Division, Puri. Under no circumstances any personnel will be allowed to be on duty beyond one shift.
16. In the event of any facility management personnel being on leave (including Casual Leave & sick /absent), the agency shall ensure suitable alternative arrangement to make up for such absence at this own cost. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to Divisional Forest Officer, Puri (WL) Division, Puri.
17. The Agency shall ensure that in the event of shortage of facility management personnel on duty, the work shall be executed effectively by engaging substitute personnel at its own cost and expenses.
18. As and when required for augmentation of facility management either on temporary/ permanent/ emergent basis, the agency will provide such facility management personnel under the same terms and conditions. If the facility management personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the concerned Office-in- charge shall deduct the requisite amount at the pro-rata rates from the invoice of the agency besides imposition of penalty for non-observance of the terms of contract.

19. The agency shall arrange to maintain at the facility management desk/booth, the daily attendance record of the facility management personnel deployed by it showing their arrival and departure time. The daily location-wise attendance shall be maintained with due certification of the concerned Officer in-charge of Divisional Forest Officer, Puri (WL) Division, Puri on behalf of Divisional Forest Officer, Puri (WL) Division, Puri. The agency shall submit to Divisional Forest Officer, Puri (WL) Division, Puri an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the concerned Officer-in-charge of Divisional Forest Officer, Puri (WL) Division, Puri Biometric attendance system may be implemented by Divisional Forest Officer, Puri (WL) Division, Puri for tracking attendance of deployed personnel.
20. The facility management personnel deployed by the agency shall be literate so as to be able to write their names in the attendance register and mark their arrival and departure by signing in the register.
21. In case of non-compliance/ non-performance of the services according to the terms of the contract, the concerned Officer-in-Charge, Divisional Forest Officer, Puri (WL) Division, Puri shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
22. The Agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The Bidder shall fully indemnify Divisional Forest Officer, Puri (WL) Division, Puri against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/ work in premises/facility.
23. The decision of Divisional Forest Officer, Puri (WL) Division, Puri in regard to interpretation of this RFP and the Agreement shall be final and binding on the agency.
24. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
25. The Agency shall report occurrence of all accidents of their employees arising in the course of work and shall pay compensation as per the Workmen's Compensation Act- 1923 as amended from time to time within the prescribed time limit. In case of any accident, the agency must immediately bring the said fact to the notice of the concerned Officer- in-Charge, Divisional Forest Officer, Puri (WL) Division, Puri in writing, who shall send necessary notice to concerned authorities within 24 hours of accordingly.
26. In the event of Agency's failure to pay/ deposit with the commissioner, the amount of compensation payable under the Employee's Compensation Act (amended) – 2010, Divisional Forest Officer, Puri (WL) Division, Puri shall have the right to set apart the relevant amount from pending invoices or other assets of the Agency with them for the settlement of the claim arising under the said Act as Rules at their own discretion and the Agency shall bear the full responsibility in this behalf, in case the Agency fails to report

within 2 hours after occurrence of accident, then the non-reporting will be taken as violation of the present agreement by the Agency and Divisional Forest Officer, Puri

(WL) Division, Puri reserves the right to take action and this will be treated as breach of agreement provision/ terms.

27. Manpower required for execution of the entire work including transport shall be arranged by the agency.
28. The agency shall obtain written permission in respect of all its staff and officer for entry and working inside the office buildings and shall maintain records in this regard. Unauthorized entry and deployment of unauthorized person without proper permission from the authority is prohibited. Identity Cards shall be provided by the service provided to all the staff deployed for service.
29. The agency shall maintain an Attendance Register of Personnel. The above register of personnel shall subject to check by the concerned Office-in-charge of Divisional Forest Officer, Puri (WL) Division, Puri on behalf of Divisional Forest Officer, Puri (WL) Division, Puri.
30. The agency shall comply with all the relevant statutory conditions and all the disputes arising out of non-compliance of relevant statutory provisions, if any, has to be dealt with by the agency alone and Divisional Forest Officer, Puri (WL) Division, Puri will not be a party in such cases.
31. Divisional Forest Officer, Puri (WL) Division, Puri shall provide storage space to the agency at a suitable place inside the office campus area. The agency shall ensure that all the machinery/equipment along with required consumables etc. are kept at the appropriate place, specified for the purpose, as provided by Divisional Forest Officer, Puri (WL) Division, Puri. The agency shall be solely responsible for the safe custody of all the machinery/equipment deployed for the purpose of facility management.
32. The agency will maintain a register in respect of cleaning and maintenance. The daily cleaning and maintenance work executed shall be recorded in the register. The entries in the register will be signed by the authorized supervisor of the agency and authorized officer from Divisional Forest Officer, Puri (WL) Division, Puri. The agency shall maintain cleaning register indicating consumable materials brought in and consumables issued for each cleaning session. It will also include manpower deployed and cleaning work executed for each cleaning session. Each entry of the register will be signed both by the agency and authorized officer of Divisional Forest Officer, Puri (WL) Division, Puri. If any deficiency in services is observed by Office-in-charge Divisional Forest Officer, Puri (WL) Division, Puri/on behalf of Divisional Forest Officer, Puri (WL) Division, Puri, he will indicate the same in the register and put up the same for imposing appropriate penalty amount for the deficiency.
33. The agency shall ensure that proper discipline is maintained by the staff deputed by the agency, and they shall conduct soberly at all times while functioning inside the buildings.

The conduct, safety and security of the staff and officials shall be the sole responsibility of the agency.

34. In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by Divisional Forest Officer, Puri (WL) Division, Puri at the risk and cost of the agency through alternate agency and differential cost, if any, incurred by Divisional Forest Officer, Puri (WL) Division, Puri in the processes shall be recovered from the Agency from the bill of the same month.
35. If there is any damage to any of the tourism property or any other financial burden on Divisional Forest Officer, Puri (WL) Division, Puri because of wilful or negligent action by the Firm or its personnel, Divisional Forest Officer, Puri (WL) Division, Puri shall be entitled to recover the same by means of compensation from the Agency.
36. The Agency shall provide First Aid facilities at the workplace.
37. The Agency, its employees and any other acting for the purpose of the agreement shall maintain strict confidentiality of the information belong to Divisional Forest Officer, Puri (WL) Division, Puri that may have come into its/their possession or knowledge in the course of the service rendered by them under this agreement. Such information shall not be diverted or disclosed to any other third party under any circumstances. The firm shall not hold it out as associated with Divisional Forest Officer, Puri (WL) Division, Puri in any manner other than for the purpose of rendering the service under this agreement.
38. The Agency shall itself perform its obligations under this agreement and shall not assign or transfer or subcontract any of its rights and obligations to any third party without the prior written permission from competent authority of Divisional Forest Officer, Puri (WL) Division, Puri
39. Divisional Forest Officer, Puri (WL) Division, Puri shall not be responsible for any damage caused to the agency by natural calamities like flood, earthquake, Cyclone or any other act of God, explosion, fire and riot etc.
40. In case of breach of agreement by the Agency, Divisional Forest Officer, Puri (WL) Division, Puri shall have a right of lien over all the properties of the firm lying in its premises in addition to other remedies like forfeiture of Performance Security, legal action for recovery of money and Divisional Forest Officer, Puri (WL) Division, Puri shall be at liberty to terminate the agreement.
41. The scope provided above is indicative but not exhaustive. This does not exonerate the agency from any responsibility, tasks which may be required / deemed to be essential for efficient operation of the services and any tasks that may be assigned to the agency by Divisional Forest Officer, Puri (WL) Division, Puri from time to time.

3. Licensing requirements, statutory compliances and certifications

1. The Agency must be registered with the Government Labour Department and possess/hold a valid License issued by Central/State Government/concerned Department of Government of Odisha for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.
2. In case any other permission or Certificate is required for providing Contract Labour to the Company, the agency will be required to submit the same within a month of award of the work. The agency would be required to deploy Manpower/ Contract Labour as per norms prescribed under the said Act. Self-attested photocopy of Registration with Government Labour Department and shall obtain a License under Contract Labour (R&A) Act from appropriate authorities and submit it to Divisional Forest Officer, Puri (WL) Division, Puri
3. The Agency shall deploy personnel having valid supervisor/ workman's license from ELBO, Govt. of Odisha performing electrical maintenance work.

4. Statutory and Legal Requirements

1. Manpower Deployment:

- a. In respect of all manpower deployed by the Agency for the delivery of services to Divisional Forest Officer, Puri (WL) Division, Puri, the Agency shall comply with all legislations and rules/ administrative instructions /advisories of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- b. The Agency is required to obtain a Labor License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labour (R&A) Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

2. Statutory Laws:

- a. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the Agency. In case of failure to do so, Divisional Forest Officer, Puri (WL) Division, Puri may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the Agency and/or take such action as deemed fit at its risk and cost.
- b. In case the Agency fails to observe and perform and discharge its / his obligation under the applicable laws, Divisional Forest Officer, Puri (WL) Division, Puri shall recover from the Agency any cost or expenses that it may have incurred or suffered on account of failure of Agency.
- c. The Agency shall abide by the decision / recommendation /award of the labor court / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the

applicable laws including such legislation / award/ decision and produce them before Divisional Forest Officer, Puri (WL) Division, Puri and other authorities as and when required under any applicable laws.

- d. The Agency shall be fully responsible for its workers with regard to terms of employment / non- employment and conditions of service. Divisional Forest Officer, Puri (WL) Division, Puri will not be held responsible in any manner whatsoever, in respect of the worker engaged by the Agency for carrying out the job in Divisional Forest Officer, Puri (WL) Division, Puri.
- e. All the statutory liabilities and obligations should be taken into account while quoting of rate by the Agency and payment to its workers to be made accordingly.
- f. There will be no relationship of Employer – Employee between Divisional Forest Officer, Puri (WL) Division, Puri and manpower engaged by the Agency under the contract. It shall be the responsibility of agency to regulate the terms of engagement of the manpower without any liability whatsoever to Divisional Forest Officer, Puri (WL) Division, Puri.
- g. The Agency shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.
- h. **Payment of Gratuity Act, 1972:** The Agency shall abide by the provision of the payment of Gratuity Act, 1972 and the rules and regulations framed there under and maintain such register and documents in the prescribed forms and produce before Divisional Forest Officer, Puri (WL) Division, Puri and/or any other Authorities as per Applicable Laws and when required. The Agency shall give an undertaking that it will discharge the liability without fail as well as furnish an indemnity bond indemnifying Divisional Forest Officer, Puri (WL) Division, Puri from liabilities whatsoever.

5. Price Revision:

There shall be no revision on the final % Service Charge. In the event of revision of minimum wages (Basic wages + VDA) by the Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar, the manpower cost shall be accordingly revised. Upon such revision the Agency pays through Bank at such higher rate & such differential amount arising out of revision in minimum wages shall be reimbursed by Divisional Forest Officer, Puri (WL) Division, Puri subject to production of claims duly witnessed by the authorized representative of the principal employer (Divisional Forest Officer, Puri (WL) Division, Puri) supported by documentary evidence.

I. List of Annexures

Sl. No.	Description	Annexure	Submission
1.	Format of Pre-Bid Queries	Annexure – I	For Pre-Bid Queries
2.	Tender Submission Letter	Annexure – II	
3.	Bidder's Authorization Certificate	Annexure – III	
4.	Proforma for Affidavit	Annexure – IV	
5.	Information on Bidder's Organization	Annexure – V	
6.	Format for Financial Capacity	Annexure – VI	
7.	Power of Attorney	Annexure – VII	
8.	Relevant Experience & CV Format	Annexure – VIII	
9.	Financial Bid Format	Annexure – IX	To be submitted only on e-tender portal
10.	Draft form of Contract	Annexure – X	To be submitted by the Selected Bidder
11.	Format for Performance Security	Annexure – XI	To be submitted by the Selected Bidder

Annexure-I: Format of Pre-Bid Queries

To

**Divisional Forest Officer, Puri (WL) Division, Puri
At- Chakratirtha Road, CT Road, Puri - 752002**

Sub: Request for Proposal (RFP) for engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha.

Ref: Notice No.03/2026, Dated: 19.01.2026

Sir,

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S. No.	Clause No. and Page Reference	RFP Text	Query
1.			
2.			
3.			
....			
....			
....			

Yours faithfully,

Authorized Signatory

(With Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure – II: Tender Submission Letter

To

**Divisional Forest Officer, Puri (WL) Division, Puri
At- Chakratirtha Road, CT Road, Puri - 752002**

Sub: Request for Proposal (RFP) for engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha.

Ref: Notice No.03/2026, Dated: 19.01.2026

I/ We, the undersigned, offer to provide the above services to Divisional Forest Officer, Puri (WL) Division, Puri

We are hereby submitting our bid.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that document submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to Divisional Forest Officer, Puri (WL) Division, Puri any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Divisional Forest Officer, Puri (WL) Division, Puri and us subject to the modifications, as may be mutually agreed to, between Divisional Forest Officer, Puri (WL) Division, Puri and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.

We understand that Divisional Forest Officer, Puri (WL) Division, Puri is not bound to accept any tender that Divisional Forest Officer, Puri (WL) Division, Puri receives.

Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure – III: Bidder's Authorization Certificate

To

**Divisional Forest Officer, Puri (WL) Division, Puri
At- Chakratirtha Road, CT Road, Puri - 752002**

Sub: Request for Proposal (RFP) for engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha.

Ref: Notice No.03/2026, Dated: 19.01.2026

Sir,

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No dated . He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Verified Signature:

Seal of the Organization: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favor of the person signing this authorization letter.

Annexure-IV: Proforma for Affidavit

(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s. do hereby solemnly affirm that our firm M/s. _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....

Name of the Bidder

.....

Signature of the Authorized Signatory

.....

Name of the Authorized Signatory

Place: _____ Date: _____

Annexure – V: Information on Bidder's Organization

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____ Date: _____

Note: Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GSTIN, TAN, PAN.

Annexure – VI: Format for Financial Capacity

Financial Year	Annual Turnover
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

Note:

- All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.
- Bidder must mention the Average Annual Turnover of last five financial years.
- To be certified by a practicing Chartered Accountant, with the Chartered Accountant's UDIN (Unique Document Identification Number) clearly mentioned.

Annexure-VII: Power of Attorney

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

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.son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "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 for "**Request for Proposal (RFP) for Engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha**". Project proposed to be developed by (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20.....

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted
(Signature, name, designation, and address of the Attorney)

Notes:

- 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney

is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure – VIII: Relevant Experience

Section A - Relevant Experience in Similar Assignments

Assignment Name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. value of the overall contract (in INR or equivalent in INR):	Approx. value of the services provided by your firm under the contract (in INR or equivalent in INR):
Narrative description of the Project:	
Detailed Scope of services, coverage, and relevance to this project:	

Note:

1. Use Separate Sheet for each Assignment.
2. Supporting documents such as copies of documents as stipulated in the Eligibility Criteria to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.

Section B – Curriculum Vitae (CV) of Key Personnel

1. Proposed Position
2. Name of Personnel
3. Date of Birth
4. Nationality
5. Educational Qualifications {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}
6. Employment Record: (Starting with present position, list in reverse order every employment held.)

Period	Employing Organization and your title / position	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2015-present]	[e.g., Manager for Firm...]		

Language Skills (indicate only languages in which you can work): _____

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions.

{day/month/year}

Name of Expert

Signature

Date

Name of authorized Representative of the Firm
(the same who signs the Proposal)

Annexure – IX: Financial Bid Format

Description	% in words	% in figures
Service Charge as % of the deployed Manpower Cost for Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha.	To be quoted	To be quoted

Note:

- A. In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- B. Constituents of Service Charge in Financial Bid shall be inclusive of:
 - a. Profit, Insurance
 - b. EPF, ESI, etc.
 - c. Benefit under Employees Compensation Act wherever applicable.
 - d. Administration Expenses
 - e. Interest Cost (if any)
 - f. Contingency
 - g. Conveyance
 - h. Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by Divisional Forest Officer, Puri (WL) Division, Puri.
 - i. Tools and tackles (to be considered for quoting Service charge of maintenance services. Refer Appendix B – Part 3)
 - j. Any other that the Bidder would like to factor to deliver the Scope of work.
- C. The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).

Signature of the Bidder with seal

Annexure-X: Draft Form of Contract

CONTRACT

For

Request for Proposal (RFP) for engagement of a Solid Waste Management/CFMS Agency for SWACHH SAMUDRA CORRIDOR: A Sanitation and Zero-Waste Management Project for Marine Drive (Konark-Puri) in Puri district of Odisha.

Between

Divisional Forest Officer, Puri (WL) Division, Puri

and

XXXXXX

Dated:

Sl. No	Contents
I.	Contract
II.	General Conditions of Contract
1.	General Provisions
2.	Commencement, Completion, Modification and Termination of Contract
3.	Contract Obligations of the Agency
4.	Agency
5.	Obligations of the Employer
6.	Payments to the Agency
7.	Fairness and Good Faith
8.	Settlement of Disputes
9.	Liquidated Damages
10.	Miscellaneous Provisions
III.	Special Conditions of Contract

I. Contract

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2025, between Divisional Forest Officer, Puri (WL) Division, Puri (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXXX (hereinafter called the “Agency”) of the Second Part.

WHEREAS

- a) the Agency , having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract.
- b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract.
 - b) The Special Conditions of Contract.
 - c) The following Appendices/Annexures:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Obligations of the “Employer”
 - Appendix F: Performance Bank Guarantee
2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of Divisional Forest Officer, Puri (WL) Division, Puri Government of Odisha. Designation.	For and on behalf of XXXXXXXXXXXXXXXXXXXX Designation.
Witness 1.	Witness 1.

II. General Conditions of Contract

1. General Provisions

1.1. **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Agency” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of Odisha
- (i) “Local Currency” means Indian Rupees.
- (j) “Party” means the “Employer” or the Agency, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professional services provided by the Agency assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such

professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

- (l) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-Agencies" means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (p) "Third Party" means any person or entity other than the "Employer", or the Agency.
- (q) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Agency as its Limited Agent.

Save and except for the "Limited-Agency" created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

1.3. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

- 1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.
- 1.5.2. A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

1.6. Location: The Services shall be performed in Odisha and where the location of a

particular task is not so specified, at such locations, as the “Employer” may approve.

1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties: The Agency, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions: It is the Employer’s policy to require that Employer as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt Practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive Practices” means a scheme or arrangement between two or more agency, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.9.2. Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer- financed contract.

1.9.3. Commissions and Fees

At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, completion, modification, and termination of contract

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Agency instructing the Agency “to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the agency declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services: The Agency shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse

weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- a) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- b) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- c) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the "Employer", shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

2.8 Suspension

The "Employer" may, by written notice of suspension to the agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract or as instructed by the "Employer".

2.9 Termination

2.9.1.1 The “Employer” may terminate this Contract in case of the occurrence of any of the events specified below of this Clause.

- a) If the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the agency, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If the Agency fails to provide the quality services as envisaged under this contract, The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than ninety (90) days’ written notice of termination to the Agency.

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,

- (i) the agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.4 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as

per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;

- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Agency

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-agency’s or Third Parties.

3.2 Conflict of Interests: The Agency shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency only payment in connection with this Contract and, subject to Clause GC 3.2.2. hereof

the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best

efforts to ensure that any Sub-agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the agency, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Agency shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency’s Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage and shall cause their Personnel as well as their Sub-Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated during, or as a result of, the Services.

3.3.1 Intellectual Property Rights: The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Agency owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to Divisional Forest Officer, Puri (WL) Division, Puri reflected in them).

3.4 Liability of the Agency: Subject to additional provisions, if any, set forth in the SC, the Agency’s liability under this contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub-agency to take out and maintain insurance, at

their (or the Sub-agencies, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverages specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. Insurance shall cover loss-of or damage to the equipment, property (except materials and equipment) in connection with the Contract and personal injury and death.

3.6 Accounting, Inspection and Auditing:

Agency agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement (“Records”). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the Agency/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to Agency, Employer or its authorized representatives will be entitled to have such Records examined during Agency’s normal business hours.

Under no circumstances will Employer have access to agency’s general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client’s records or regarding any other client audit.

3.7 Agency’s Actions Requiring Employer’s Prior Approval: The Agency shall obtain the “Employer’s prior approval in writing before taking the below action.

- a. Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of Divisional Forest Officer, Puri (WL) Division, Puri.
- b. Any change or addition to the Personnel listed in Annexure X.

3.8 Subcontracts: The Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any Sub-Agencies are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Agency to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.9 Reporting Obligations: The Agency shall submit to the “Employer” the photographs of each line item executed from the BOQ at all locations and along with duration of the installation for the purpose of approval and audit. Final reports shall be delivered in external hard disk in addition to the hard copy.

3.10 Documents Prepared by the Agency to be the Property of the “Employer”:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the “Employer” under this Contract shall become and Agency in the property of the “Employer”, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.11 Equipment, Vehicles and Materials Furnished by the “Employer’s

Equipment, vehicles and materials made available to the Agency by the “Employer” or purchased by the agency wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the agency shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the agency, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

3.12 Equipment and Materials Provided by the Agency: Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall Agency in the property of the Agency or the Personnel concerned, as applicable.

4. Agency

4.1. General: The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2. Description of Personnel:

a. The title agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Agency’s Key Personnel are as per the Agency’s proposal.

- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix A may be made by the Agency by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix A may be increased by a separate agreement in writing between the “Employer” and the Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3. **Approval of Personnel:** The Key Personnel and Sub-agency’s listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

5. Obligations of the “Employer”

- 5.1. **Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:
 - a. Provide the Agency with work permits and such other documents as shall be necessary to enable the Agency to perform the Services.
 - b. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - c. Provide to the Agency any such other assistance as may be specified in the SC.
- 5.2. **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties.
- 5.3. **Payment:** In consideration of the Services performed by the Agency under this Contract, the “Employer” shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the Agency:

- 6.1. **Total Cost of the Services:** The total cost of the Services payable is as per the agency's proposal to the Employer and as negotiated thereafter.
- 6.2. **Currency of Payment:** All payments shall be made in Indian Rupees.
- 6.3. **Terms of the Payment:** Payment shall be made on the basis of monthly invoice raised by the Agency for deployed resources. **Refer Clause 22 under Instructions to Bidder.** The Agency must submit monthly attendance of deployed resources as per the RFP and attendance system approved by the authority. The requirement of resources may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of Divisional Forest Officer, Puri (WL) Division, Puri.
- 6.4. Agency must ensure that any additional work done by the Agency has to be approved by Divisional Forest Officer, Puri (WL) Division, Puri in writing, otherwise, it will not be considered for payments.
- 6.5. All billed items are to be signed off by respective Head from State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant documentary evidence. The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

7. Fairness and good faith

- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. Settlement of Disputes

- 8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Divisional Forest Officer, Puri (WL) Division, Puri. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated damages and penalties

9.1. The Agency hereby agrees that due to negligence of act of the Agency, if the “Employer” suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2. The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3. The liquidated damages shall also be applicable under following circumstances:

9.3.1. If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.

9.3.2. If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.

9.4. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. Miscellaneous provisions:

1. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
2. The Agency shall notify the Employer of any material change in their status, in

particular, where such change would impact on performance of obligations under this Contract.

3. Each member/constituent of the Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
4. The Agency shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
5. The Agency shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
6. The Agency shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
7. All claims regarding indemnity shall survive the termination or expiry of the Contract.
8. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Employer.

Special Conditions of Contract

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are</p> <p>Employer :</p> <p>Attention :</p> <p>Agency :</p> <p>Attention :</p> <p>Telephone :</p> <p>Agency :</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>For the Agency:</p>
3	2.3	Commencement of Services:
4	2.4	The time period shall be
5	3.4.1	<p>Limitation of the Agencies' Liability towards the "Employer"</p> <p>In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to</p>

		the Agency under this Agreement.
6	3.4.2	<p>The risks and coverage shall be as follows:</p> <p>The Parties agree that the risks and coverages shall include but not be limited to the following;</p> <p>Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out-of-pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.</p>
7	6.3	<p>The accounts are;</p> <p>For local currency</p> <p>Receiving Bank:</p> <p>Account No. :</p> <p>IFSC/RTGS Code:</p> <p>MICR Code :</p> <p>Beneficiary</p> <p>Name :</p> <p>Beneficiary</p> <p>Address :</p>
8	1.5.2	<p>Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.</p>

Annexure – XI: Format for Performance Security

PERFORMANCE BANK GUARANTEE FORMAT

To

**Divisional Forest Officer, Puri (WL) Division, Puri
At- Chakratirtha Road, CT Road, Puri - 752002**

WHEREAS..... (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No. 03/2026, Dated 19.01.2026 to undertake the service of (description of the services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by (Name of the Client) in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the DD/MM/YYYY

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch