



**Department of Tourism
Government of Odisha**

Paryatan Bhawan, Lewis Road, Bhubaneswar, 751014
Phone: (0674) 243 2177 | Fax: (0674) – 243887
<https://dot.odishatourism.gov.in>

No. 9286

Date: 04.10.2023

**REQUEST FOR PROPOSAL FOR OPERATION & MAINTENANCE OF
NIMANTRAN RESTAURANT IN SAMBALPUR**

Department of Tourism (DoT) invites proposals from prospective applicant (s) for Request for Proposal for Operation & Maintenance of Nimantran Restaurant In Sambalpur in accordance with the conditions and manner prescribed in the RFP document.

The proposals should be submitted by the interested parties to The Director Tourism, Paryatan Bhawan, Lewis Road, Bhubaneswar – 751014 on or before 01.11.2023 up to 15:00 Hrs. The detailed RFP may be downloaded from DoT's website:

<https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html>

Sd/-
**Addl. Secretary to Govt.,
Department of Tourism**

**REQUEST FOR PROPOSAL
FOR
OPERATION & MAINTENANCE OF NIMANTRAN
RESTAURANT IN SAMBALPUR**



RFP No. 9286

Date: 04.10.2023

Department of Tourism, Government of Odisha

Paryatan Bhawan, Lewis Road, Bhubaneswar, 751014

Phone:(0674)2432177|Fax:(0674)–2430887

Website: <https://dot.odishatourism.gov.in>

Email: info@odishatourism.gov.in and pmu@odishatourism.gov.in

DISCLAIMER

The information contained in this RFP Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of the Department of Tourism, Govt. of Odisha, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Tendering Authority to any party other than the bidder who are qualified to submit the Bids ("Bidders"). The principle of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport to contain all the information each Bidder may entail. This Document may not be apposite for all persons, and it is not possible for Tendering Authority, its employees, or advisors to consider the investment objectives, financial situation, and needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Document and where necessary obtain independent advice from appropriate sources. The Tendering Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document. The Tendering Authority may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

Table of Contents

Contents

DISCLAIMER	2
1. Introduction	5
2. Scope of Work	8
3. Proposal	12
4. Submission of Proposal	15
5. Bid Evaluation Criteria	17
6. Checklist of Documents to be Submitted along with Technical Proposal	19
7. Late Submission:.....	19
8. Modification and withdrawal of Proposals/Bids	19
ANNEXURES.....	20

SCHEDULE OF RFP PROCESS

Department of Tourism, Govt. of Odisha (“DoT”) invites proposals from prospective bidders for **Operation & Maintenance of “Nimantran Restaurant” in Sambalpur** on Public Private Partnership (PPP) basis in accordance with the conditions and manner prescribed in this RFP document.

Prospective bidders are advised to carefully study the RFP document available at <https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html> and visit the property as mentioned in this RFP, before submitting their proposal in response to the RFP.

Table 1: Important Dates and Information

Office of issue	Department of Tourism, Government of Odisha
Date of issue of RFP Document	04/10/2023
Site Visit	04/10/2023 to 10/10/2023
Last date and time for submission of written/ online queries for clarification to be sent to info@odishatourism.gov.in and pmu@odishatourism.gov.in Format for sending queries attached in Annexure-IX	11/10/2023 up to 17:00 Hrs.
Pre-Bid Meeting through Video Conferencing (Link will be shared later on DoT’s website)	12/10/2023, 04:00 PM
Last date and time for submission of bids	01/11/2023, 3:00 PM
Date and time for Technical Bid Opening	01/11/2023, 4:00 PM
Date of opening of Financial Bid	To be intimated later

1. Introduction

- 1.1. Department of Tourism, Government of Odisha (hereinafter referred to as “DoT”) owns a chain of restaurants namely “NIMANTRAN RESTAURANT” (hereinafter referred to as **Property** or **Restaurant**) in the state. DoT proposes to operate and maintain the Restaurant “Nimantran Restaurant” in Sambalpur on Public Private Partnership mode (the “Project”) for a period of **5 years**, without transfer of any manpower from DoT.
- 1.2. “NIMANTRAN” is a one-stop destination for Odia cuisine. “NIMANTRAN” has been conceptualized with the purpose to serve authentic Odia cuisines from different districts of Odisha. These restaurants envisage to provide different flavours of authentic Odia cuisine which are also linked with culture, heritage, and lifestyle of Odisha. DoT has launched two ‘NIMANTRAN’ restaurants, one at Near Rama Devi College (Bhubaneswar), and second at Blue flag beach (Puri), and another restaurant at Rani Bakhri Mahal (Sambalpur) is ready to be launched.
- 1.3. Pursuant to the above, DoT intends to invite proposals from prospective bidders for operation and maintenance of the Restaurant in Sambalpur on lease basis. The eligibility of the bidders to bid in the RFP stage will depend upon their meeting in entirety the Eligibility Criteria as laid down in this RFP document under Clause 3.
- 1.4. The selected bidder (hereinafter referred to as “Operator”) shall be responsible for operation and maintenance of the Restaurant under and in accordance with the provisions of the Operation and Maintenance Agreement (“O&M” or “Agreement”) to be entered into between DoT and the Selected Bidder in the form provided by DoT. DoT will grant rights to the Selected Bidder to operate and maintain the Restaurant operations for the entire duration of the contract (the “Contract Period”).
- 1.5. The selected bidder (hereinafter referred to as “Operator”) shall be handed over the movable and immovable assets (“Project Assets” or “Project Facilities”) on As-Is-Where-Is basis by DoT. It shall be the sole responsibility of the Operator to inquire/examine and determine conditions of the Restaurant space, including but not limited to existing and planned utility connections, and the suitability of such conditions. The information presented in this RFP and in any report or other information provided by the DoT is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete for its intended purpose. The DoT or its members provide no representations, assurances, or warranties pertaining to the accuracy of such information.

1.6. Location and Description of Nimantran Restaurant at Sambalpur

Dept of Tourism has chosen the heritage structure of “**Rani Jemadei Palace also known as Rani Bakhri**”, which is presently under its control to set up Nimantran Restaurant in Sambalpur. Rani Bakhri was built by the fifth king of Sambalpur, Baliar Singh in the 1650s as an additional palace for the queen. It now bears the name of his daughter, Jemadei. This heritage building complex are called Bakhri which means ‘kothi’ or multi-storey building in Sambalpur. It is also recorded that on October 7, 1857, freedom fighter Surendra Sai came to Sambalpur with 1,200 supporters and stayed at this place for a few days. the National flag was also waved from Raja Bakhri during the freedom struggle.

Located close to the River Mahanadi in Modipara area of Sambalpur, the three-storied

palace is set in an open area about half a kilometer from Maa Samaleswari Temple. The heritage structure has been conserved recently through INTACH and renovated and refurbished and equipped with furniture's and fixtures. Striking features of the building include different types of ornamental arched openings and niches, decorative capitals and brackets, tapered walls, vaulted roofs, Rajasthani paintings, etc. have been restored. Traditional methods have been adopted to restore the Mahal's past glory. The renovation work has been completed out without tampering the original structure.

Sl.	Name of the Property	District	Number of Rooms/Occupancy load (Existing facility)	Approx. Plot Area (In acres)	Operational Status
1.	Rani Bakhri	Sambalpur	Dining rooms – 8 nos., Verandah Dining Area – 01 no., Open Dining Area – 1 no., Storeroom – 02 no., Kitchen – 1 no., Washing area – 1 no., Dedicated restrooms- 3 nos. For more details refer Annexures X and XI of this document	0.05	Non-Operational

Note:

Location Coordinates: <https://goo.gl/maps/NGGenyLDsFmKFUDh9>

Details of the Property such as Layout plan, Site Plan and Photographs:

<https://drive.google.com/drive/folders/1m-Oji4RCOXmx4YYNzeGDsqSHYGmhdLKU?usp=sharing>

1.7. Details of the property and facilities/ fixtures are given in the table below.

S. No	Details of the Property	Quantity available at site
1.	Dining Capacity of restaurant	60 Pax
2.	Facilities & Amenities	
	i. Speakers	10 nos.
	ii. AC – 1 ton	9 nos.
	iii. AC – 1.5 ton	1 no.
	iv. Camera	6 nos.
	v. Chandelier Light	19 nos.
	vi. Tube light	18 nos.
	vii. 12-Watt Panel	12 nos.
	viii. Wall Light	34 nos.
	ix. Niche light	27 nos.

RFP FOR OPERATION & MAINTENANCE OF NIMANTRAN RESTAURANT IN SAMBALPUR

S. No	Details of the Property	Quantity available at site
	x. Ceiling Light	2 nos.
	xi. Down Light	20 nos.
	xii. Column Light	26 nos.
	xiii. Washroom	1 no.
	xiv. Urinal	1 no.
	xv. W.C	3 no.
	xvi. Washbasin	4 nos.
	xvii. D.G Set	1 no.
	xviii. Main Gate	1no.
	xix. Grill	24 nos.
	xx. Transformer	1 no.
	xxi. Porch Structure	1 no.
	xxii. Paver Block	1Job
	xxiii. Curve Stone	1Job
	xxiv. MS Staircase	1no.
3.	Furnitures & Fixtures	
	i. Tables	12 nos.
	ii. Chairs	68 nos.
	iii. Centre Table	2 nos.
	iv. Outdoor table	3 nos.
	v. Service Table	2 set
	vi. Cash Counter Table	1 no.
	vii. Cash Counter chair	1 no.
	viii. Sofa 3-seater	2 nos.
	ix. Flush Door	7 nos.
	x. False Ceiling	3 Jobs
	xi. Wooden Panelling with veneer	12 Jobs
	xii. Jali Paneling	12 Jobs
	xiii. Wooden Flooring	5 rooms
	xiv. Tile Flooring	10 rooms
4.	Other Facilities	

S. No	Details of the Property	Quantity available at site
	i. Washbasin Mirror	2 nos.
	ii. Washbasin Counter	1 no.
	iii. Umbrella	1 no.

Note: For more information, please refer Annexure-X of this RFP

2. Scope of Work

The broad scope of work under this RFP is given below:

2.1. Responsibility of Operator (hereinafter referred to as or “Operator” or “Bidder”):

- 2.1.1. Operator shall operate and maintain the “Nimantran Restaurant” in Sambalpur at its own cost and expense in accordance with the provisions of this RFP, standards and specifications for Nimantran set by DoT, applicable laws, terms of applicable permits, good industry, and good industry practices.
- 2.1.2. Since the restaurant brand “NIMANTRAN” has been positioned as an “Authentic Odia cuisine” restaurant, the Operator is expected to operate the restaurant by mandatorily providing authentic Odia cuisine along with other cuisines.
- 2.1.3. Operator shall be handed over the Project Assets or Project Facilities by DoT on As-Is-Where-Is basis as per the List provided in Annexure – X of this RFP.
- 2.1.4. Operator shall promptly and diligently repair, replace/ restore the property after taking prior permission from DoT and activities are to be undertaken strictly adhering to Heritage Building guidelines.
- 2.1.5. Operator shall be responsible for maintaining hygiene and quality standards at the Property and Project Facilities and providing quality services to its customers/Tourists.
- 2.1.6. Operator shall employ qualified personnel to efficiently operate and manage the Project. Operator shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project.
- 2.1.7. Operator shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under the Operation and Maintenance Agreement (“Agreement”), are at all times properly trained for their functions and that all statutory requirements relating to the employees in the restaurant operations are met.
- 2.1.8. Operator shall obtain all necessary clearances and permits required from the relevant authorities for the purpose of operation and maintenance of restaurant and strictly adhere to all relevant regulations.
- 2.1.9. Operator shall clearly indicate DoT as the owner of the premises in all advertisement and publicity materials.
- 2.1.10. Operator shall operate and maintain the restaurant during the entire duration of the contract period adhering to standards and protocols approved by DoT applicable to Nimantran.
- 2.1.11. Operator shall submit a customer service and operational plan report encompassing

areas like **operational time, operational standards, guest handling, staff management, property** management, waste management, parking, etc. before starting the operations.

- 2.1.12. Operator shall provide to DoT reports on a half yearly basis during the contract period and always provide DoT such information, data, and documents that DoT may reasonably require. The half yearly Report shall contain a status of the property/ fixtures/ furniture and any repair/ replacement that may have been undertaken owing to normal wear/tear and usage. Operator must submit the annual financial statements of the Restaurant to DoT.
- 2.1.13. DoT may undertake physical inspections of the property either directly or through a third party appointed for this purpose as and when deemed necessary. The Operator shall always co-operate with DoT officials/ appointed agency for the same.
- 2.1.14. Operator shall pay, in a timely manner, all taxes, duties, levies and other charges in respect of the operation of the Property and its business, including but not limited to income tax, Goods and Services Tax (GST), excise duty, customs duty and all applicable taxes that may be levied, claimed, or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project. Operator shall furnish relevant clearance certificates/ proof of payment annually to DoT in this regard.
- 2.1.15. Operator shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Operator or its Contractors and agents during the operation and management of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.
- 2.1.16. Operator shall promptly remove all surplus waste materials (including, without limitation, hazardous materials and e-waste, all types of solid and liquid waste etc.), garbage and other debris from the Property and keep the Property in a neat and clean condition and in conformity with the applicable laws, applicable permits and in accordance with good industry practices.
- 2.1.17. Operator shall maintain an adequate waste disposal system for management and disposal of the waste generated during the execution of Project.
- 2.1.18. Operator shall be liable for all hazardous, dangerous, and other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property and shall be liable for maintaining necessary fire safety standards as prescribed by law.
- 2.1.19. Operator shall maintain requisite insurance of the property wherein both the parties can be beneficiary in accordance with the investment. Operator shall ensure that there is no damage or loss to Property, Project Assets, and developed project facilities like sanitation, sewage treatment plant and disposal, drainage, solid and hazardous waste disposal, effluent treatment plant and disposal and other utilities and facilities (hereinafter referred to as "Project Facilities"). The operator shall provide copies of such documents to DoT.
- 2.1.20. Operator shall provide or arrange, at its own cost during the contract period power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and

hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the operation and maintenance of the Project and payments of bills thereof. Operator shall comply to the requirements relating thereto under the applicable laws, applicable permits, and good industry practices.

- 2.1.21. Operator shall ensure maintenance of proper and accurate records, data and accounts relating to the operation of the Project and the revenues earned thereof.
- 2.1.22. Operator shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/ dangerous materials during operation and maintenance of the Project.
- 2.1.23. Operator shall be responsible for providing adequate safety & security to its customers visiting the Property.
- 2.1.24. The Property, Project Assets and Project Facilities under consideration shall be used only for providing restaurant facilities and there shall be no restrictive practice to be followed by the operator in any manner relating to the entry of customers in the restaurant.
- 2.1.25. During the contract Period, the Operator shall ensure compliance of statutory instructions as applicable, issued by any Government authority from time to time and will not deviate or change without obtaining written permission from DoT.
- 2.1.26. Operator shall be responsible for the branding of the property after obtaining prior approval of the design and creatives from DoT.

2.2. Responsibility of DoT:

Following are the responsibilities of DoT during the Contract Period:

- 2.2.1. DoT will facilitate the Operator in obtaining clearance and approvals required for the Operation and Management of a restaurant.
- 2.2.2. DoT will provide or hand over the Property, on “as-is-where-is” basis, free from encumbrances to the Operator for the entire duration of the contract period including interior and furniture fittings as per the List provided in Annexure – X of this RFP.

2.3. Terms and Conditions:

- 2.3.1. Operator shall adhere to brand values, protocol, and guidelines of Nimantran Restaurant as per Annexure – XII.
- 2.3.2. Operator shall not be allowed to develop, alter and/or construct anything within the premise that will compromise the heritage nature of the property.
- 2.3.3. Any alteration within the premise or surrounding structure should be as per either in compliance with as per the Heritage bylaws or as per the norms specified in Guidelines for Classification of Heritage Hotels issued by Ministry of Tourism, Govt. of India and only after obtaining written permission from Department of Tourism, Govt. of Odisha, and all concerned Govt. departments and agencies.

2.4. Duration of the Contract:

- 2.4.1. The **initial period of contract** (“Contract Period”) shall be **5 (Five) years** commencing from the date of the signing of the agreement. Upon completion of the contract period, the Operator shall hand over the property to DoT on an As-is-Where-Is basis.
- 2.4.2. The Contract Period can further be extended by another **5 (Five) years** subject to mutual agreement between DoT and Operator. In this case, six months prior to the end of ongoing Contract Period of **5 (Five)**, the Operator and DoT may mutually agree to extend the contract period by another **5 (Five) years**. For any such renewal, Operator will not be required to pay any additional premium. However, the rate of biennial escalation in the Annual Rental shall be negotiated for the additional contract period.

2.5. Upfront Payment (“Upfront Fee”) and Annual Rental Fee

- 2.5.1. Highest Upfront Payment by bidder to DoT shall be the financial bid parameter for Award of the Rights of Operation & Maintenance of the Project. Upfront Fee shall be payable by selected bidder (operator) to OTDC. GST shall be paid extra on Upfront Payment by Operator at applicable rate.
- 2.5.2. The Annual Rental Fee will be 10% of the Upfront Payment, which shall be increased by 10% on compounded basis after every two year.

The annual rental shall be paid as below:

- i. For the first year: The annual rental shall be paid at the time of signing of the agreement.
- ii. For subsequent years: The annual rental shall be paid within 7 days from the starting date (DD/MM) of the corresponding year of the agreement.

- iii. GST shall be paid extra by Operator at applicable rate.

3. Proposal

3.1. Eligibility Criteria

- 3.1.1. The bidder must be either a partnership firm (including Joint Venture / Consortium) under Indian Partnership Act, 1932, company

OR

Firm registered under the Companies Act, 2013

OR

A Limited Liability Partnership registered under the LLP Act, 2008

OR

Proprietorship firm.

The bidder must submit a Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, Udyog Aadhar, etc.)

- 3.1.2. The Bidder must have experience of operating and managing **at least 1 (one)** Air-conditioned Restaurant with capacity not below **20 Pax** for a period of **3 years**, before proposal submission due date. Documentary evidence to be submitted.

OR

- 3.1.3. Experience of operating and managing of at least 1 (one) Hotel with minimum 25 lettable keys for a period not less than 3 years, before proposal submission due date. Documentary evidence to be submitted.

- 3.1.4. The Bidder must have Minimum Average Annual Turnover of **INR 50 (Fifty) Lakh for the last 3 (Three) financial years** (i.e., FY 2019-20, FY 2020-21 and 2021-22 or FY 2020-21, 2021-22, FY 2022-23). CA certificate to be furnished.

- 3.1.5. The Bidder must have **Positive Net-worth** as on **31.03.2023** (CA certificate to be furnished)

- 3.1.6. Bidders/ prospective bidders who have criminal cases charge-sheeted against them / convicted by any court of law OR whose contracts have been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions, by Central Govt or any State Govt or any Govt agency/ies in past 5 (Five) years (from the date of publication of this RFP) shall not be eligible.

- 3.1.7. It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non-compliance to any of the bid conditions, any suppression of information or mis representation of facts, etc. shall make the bid liable to be declared non-responsive and disqualified. Further, the Authority may forfeit the EMD and may take appropriate action for blacklisting of such bidders for a period of five years after following due process of law. This clause shall remain in force for the entire duration of the contract.

Note: The bidder shall submit the Audited Balance Sheet and Profit & Loss Statement for

the last 3 (Three) Financial Years (i.e., FY 2019-20, FY 2020-21 and 2021-22 or FY 2020-21, 2021-22, FY 2022-23) along with CA Certificate duly certified by either Statutory Auditor or Chartered Accountant in the Technical Proposal/Bid

3.2. Bid Application Fee & Earnest Money Deposit

3.2.1. **Bid Application Fee:** The proposal shall be accompanied by non-refundable Bid Application Fee of **INR 25,000/- (Indian Rupees Twenty-Five Thousand Only)** in the form of Demand Draft in favor of “**Director Tourism**” payable at **Bhubaneswar**. Any Proposal submitted without Bid Application Fee in the form as specified in this RFP document **shall be treated as non-responsive and rejected. No exemption from submission of Bid Application Fee is allowed.**

3.2.2. **Earnest Money Deposit (EMD):** The Proposal shall be accompanied with an Earnest Money Deposit (EMD) of **INR 3,00,000 /- (Indian Rupees Three Lakh Only)**. EMD shall be drawn in the form of a Demand Draft/Bank Guarantee issued by any Scheduled Commercial Bank in favour of “**Director Tourism**” payable at Bhubaneswar. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in DoT is allowed. Unsuccessful bidder’s EMD will be discharged/ returned within 45 days from the date of execution of the agreement between DoT and the selected bidder. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately upon execution of the agreement with DoT. The EMD shall be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of validity of the Bid.
- b) In case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement.
- c) In case of a successful bidder, if the bidder fails within the specified time limit to furnish the required performance security

3.4 Proposal Submitted by Consortium

- 3.4.1 There can be a maximum of 2 (Two) members in a Consortium, who can be individuals, partnership firms, limited liability partnerships and/ or companies.
- 3.4.2 The lead partner shall have to satisfy at least 51% of the technical and financial criteria of this RFP.
- 3.4.3 The joint bidding agreement to be signed by both the consortium members, setting out inter-alia the shareholding pattern of the SPV and clearly indicating the lead member's shareholding pattern in the SPV which should not be less than 51% (fifty-one) of the paid-up share capital of the SPV. The nomination (s) shall be supported by a Power of Attorney signed by all the members of the consortium.
- 3.4.4 No change in the constitution of consortium will be allowed
- 3.4.5 The proposal should contain all and every information required for each member of the consortium.
- 3.4.6 The consortium shall, inter-alia form a Special Purpose Vehicle (SPV) registered under Companies Act 2013 in India for the implementation of agreement. SPV shall be formed after issuance and acceptance of Letter of Award (LOA) within 60 days from the date of issuance of LOA or such extended period as may be reasonably allowed by DoT. The

SPV would enter into an operation and management (O&M) agreement and subsequently carry out all the responsibilities of the operator.

3.5 Performance Security

- 3.5.1 The Operator shall submit a Performance Security prior to the signing of the agreement in the form of an irrevocable & unconditional bank guarantee from any Scheduled Commercial Bank. **The Performance Security shall be for an amount equivalent to 1st (first) year's Annual Rental payable by the operator.** The Performance Security in the form of bank guarantee for each subsequent year should be submitted to DoT by the Operator at least 15 days before the expiry of the existing bank guarantee – to ensure that the Performance Security is always valid, failing which the agreement would be cancelled.
- 3.5.2 The Performance Security shall be forfeited at the sole discretion of DoT towards any liquidated damages that may be payable by the Operator to DoT and/or against termination eventualities attributed to the Operator, under the terms of the agreement.
- 3.5.3 The Operator shall submit the performance security in favor of '**Managing Director, OTDC Ltd.**' within 15 (fifteen) days from the date of issuance of LoA.

3.6 Due Diligence, Inspection, and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the properties, including visiting the properties on the specific dates as mentioned in the RFP and ascertaining for themselves the conditions, traffic, location, surroundings, climate, accessibility, any statutory clearances required and other data with applicable laws and regulations or any matter considered relevant by them.

3.7 Validity of Proposal

- 3.7.1 The Proposal shall remain valid for a period not less than 240 (Two Hundred and Forty) days from the due date of submission ("Proposal Validity Period"). DoT reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of DoT with same terms & condition.
- 3.7.2 A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid Security for the period of extension.
- 3.7.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the agreement.

3.8 Right to Reject the Proposal

Notwithstanding anything contained in this RFP Document, DoT reserves the right to reject any/ all proposals or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder or create any obligation/ liability upon of any type whatsoever.

3.9 Interpretation

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

3.10 Proprietary Data

All documents and other information provided by Operator to DoT shall remain or become the property of DoT. The Operator shall also treat all information as strictly confidential and will not divulge any details related to any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to DoT in relation to the Service shall be the property of DoT.

4 Submission of Proposal

Bidders may send their queries in writing to info@odishatourism.gov.in and pmu@odishatourism.gov.in during the period as mentioned in the Schedule of RFP. Clarification / Corrigendum / Addendum if any shall be published on DoT's website under Tender section. The queries received after the prescribed date will not be entertained by DoT.

4.4 Pre-Bid Meeting

- (a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document, or any other related issues.
- (b) The Bidder's designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date as mentioned in the Schedule of the RFP.
- (c) Pre-bid meeting may happen through video conferencing mode. Link for the pre-bid meeting will be published on DoT's website under Tender section.
- (d) The bidders are advised to visit the property to familiarize themselves with it before the pre-bid meeting.

4.5 Amendment of RFP

At any time prior to the Proposal Due Date, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addendum/ Corrigendum. This will be uploaded to the web site (<https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html>) which will also be treated as part of the RFP document.

4.6 Site Visit

Before submission of the proposal, the agencies / prospective bidders are advised to visit and examine the site – property (Nimantran Sambalpur) and obtain for itself, at their own responsibility and risk, all information that may be necessary for submission of the bid and entering the agreement. The cost of visiting the site shall be borne by the bidder.

4.7 Preparation and Submission of Proposal

The Bidders are required to submit the Hard copy of Proposals which includes Bid Application Fees and EMD in Envelope – 1, Technical Proposal in Envelope – 2 & Financial Proposal in Envelope – 3 separately sealed Envelopes and all the three Envelopes must be packed in single sealed Envelope mentioning the name of the company/Firm along with complete address details and phone number. Bid Proposals shall be submitted on or before the specified date and time at the address given below.

**Director Tourism,
Department of Tourism,
Paryatan Bhawan, Lewis Road,
Bhubaneswar - 751014, Odisha**

4.8 Language and Currency

The Proposal and all related correspondence and documents shall be written in English language. The currency for the purpose of the Proposal shall be INR.

4.9 Sealing and Marking of Proposal

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

- (a) **Envelope No.1** containing the bid application fee and EMD shall be marked as “**EMD & Bid Application Fee**” for Operation & Maintenance of Nimantran Restaurant in Sambalpur”

The Envelope 1 shall contain the following:

- i. Bid Application fee as per clause 3.2.1 as prescribed in this RFP
- ii. EMD as per clause 3.2.2 as prescribed in this RFP

- (b) **Envelope No. 2** duly marked as “**TECHNICAL PROPOSAL for Operation & Maintenance of Nimantran Restaurant in Sambalpur**” and shall contain the following documents as per clause 3 and clause 6 of this RFP table of content below:

****Note: Bidders are advised to submit spiral-bound Technical Proposal with Table of Content as per clause 6, signature on each page by the authorized signatory and page numbering. No information of Financial Proposal should be submitted along with Technical Proposal.***

- (c) **Envelope No. 3**, duly marked as “**FINANCIAL PROPOSAL for Operation & Maintenance of Nimantran Restaurant in Sambalpur**” and clearly written on top of the Envelope “**Do Not open with Technical Proposal**” and shall contain the Financial Proposal as per the Annexure-VII given in this RFP.

- (d) Both the Technical Bid and Financial Bid shall be placed within an Outer Envelope on which it shall be clearly written “**RFP for Operation & Maintenance of Nimantran Restaurant in Sambalpur**”

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

- (f) The Bids shall be received at the below address until proposal Due Date. Bidders shall submit their Proposals by registered post/speed post/courier or by hand only to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be a drop box facility available and by hand delivery is allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

Address:

**Director Tourism,
Department of Tourism,
Paryatan Bhawan, Lewis Road,
Bhubaneswar - 751014, Odisha**

5 Bid Evaluation Criteria

Only those Bidders who meet the eligibility conditions as per Clause 3.1, shall qualify for evaluation of their Financial Bids.

- 5.1. Eligibility evaluation of bids shall be done based on the criteria prescribed at clause 3.1 above and other relevant clauses of the RFP. Only those bidders whose bids comply to the requirements as specified in clause 3 and other relevant clauses of the RFP above shall be treated as responsive bids and shall become eligible for opening of their financial bids.
- 5.2. Financial bids of non-responsive bidders shall be returned to the respective bidders without opening.
- 5.3. Evaluation of the Financial proposal: Highest Upfront Payment by bidder to DoT shall be the financial bid parameter for Award of the Rights of Operation & Maintenance of the Project.

6 Other Terms:

- 6.1. If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.
- 6.2. To determine whether the Bidder satisfies the eligibility criteria, DoT will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which DoT receives from the Bidder upon request by DoT. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, DoT reserves the right to reject the Proposal.
- 6.3. Upon completion of evaluation of the Technical Proposals, DoT will notify the Bidders on the date specified in the Bid Schedule, whether they are qualified and eligible for opening of their financial proposal. The Financial Proposals of those Bidders who do not qualify will not be opened.

7 Award of the Project

- 7.1. After completing the evaluation of the Financial Proposals and identifying the Preferred Bidder, DoT shall issue the Letter of Award ("LoA") to the Preferred Bidder, indicating its intention for signing of the agreement. The Preferred Bidder shall customarily be the Selected Bidder.

- 7.2. Within 7 (seven) days upon issuance of such LoA to the Selected Bidder, the Selected Bidder shall be required to sign and stamp the LoA and send it to DoT as acknowledgement of the LoA. In the event the duplicate copy of the LoA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement shall be forfeited.
- 7.3. An agreement will be drawn up between OTDC and the Selected Bidder. The Operation and Maintenance agreement (“Agreement”) format shall be provided to the Operator by DoT before operation of the same. The selected bidder will enter into the agreement with DoT for the operation and maintenance of Nimantran Restaurant in Sambalpur within 30 (thirty) days of the issuance of the LoA by DoT. The Operator shall commence the Services as per the assignment within 7 (seven) days from the date of the signing of the agreement or such other date as may be mutually agreed.
- 7.4. **The Selected Bidder shall be required to:**
- (a) Make the Upfront Payment in lumpsum with-in 15 days from the date of issuance of LoA
- OR**
- (b) Make the Upfront Payment in three equal installments (upfront fee + applicable interest) with the first installment to be deposited within 15 days from the date of issuance of LoA. The interest rate shall be 7% per annum. The remaining two installments shall be deposited on or before the date of signing of agreement in the corresponding years.

The selected bidder shall be required to pay the upfront fee in the form of **Demand Draft** in favor of “**Managing Director, OTDC Ltd.**” Issued by **Scheduled Commercial Bank**, payable at Bhubaneswar. Any other mode of payment shall not be accepted.

- 7.5. If the Selected Bidder fails to satisfy the conditions specified in the RFP or fails to execute the agreement on or before the date stipulated in the LoA, DoT may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LoA. Also, the bid security may be forfeited. If DoT elects to disqualify such Bidder and revoke the LoA, then the procedure set out in the RFP shall follow. The bidder, including the promoters of the bidding firm, may also be blacklisted from participating in any further tendering process of DoT.
- 7.6. The cost of execution of agreement and any other related legal documentation charges and incidental charges will be borne by the Selected Bidder.

8 Event of Default by Operator

In case of any default in payment by Operator as per the terms under clause 2.5 of this RFP, the Upfront Payment and the Performance Security shall stand forfeited along with cancellation of the agreement.

9 Disputes

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

- 9.2. The courts at Bhubaneswar shall have the exclusive jurisdiction to try all the cases arising out of this RFP document.

10 Checklist of Documents to be Submitted along with Technical Proposal

Sl.	Table of Content / Checklist of documents to be submitted along with the Technical Proposal	Specify Page No.
1.	Annexure-I Covering Letter (On Company's Letter Head)	
2.	Annexure-II Bidder's Profile ➤ Copy of registration/ incorporation certificate of the company/ firm/ proof of legal entity, PAN Card, GSTIN etc.	
3.	Annexure-III Power of Attorney for signing of proposal (On Non-Judicial Stamp Paper of Rs 100/-)	
4.	Annexure-IV Bid Affidavit (On Non-Judicial Stamp Paper of Rs 100/-)	
5.	Annexure-V Bid Undertaking (On Company's Letter Head)	
6.	Annexure-VI Financial Capacity of Bidder ➤ Average Annual Revenue (CA Certificate/ Certificate from Statutory Auditor) ➤ Net worth Certificate not before 31 st March 2021, duly certified by Chartered Accountant	
7.	Other relevant documents as applicable as per this RFP	

11 Late Submission:

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

12 Modification and withdrawal of Proposals/Bids

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

ANNEXURES

Annexure-I

Covering Letter

(On the letter head of the Bidder)

Date-

**To
Director Tourism,
Department of Tourism
Paryatan Bhawan,
Bhubaneswar – 751014,
Odisha**

Ref: “RFP for Operation & Maintenance of Nimantran Restaurant in Sambalpur”

1. With reference to the captioned RFP document, I/We _____ (Bidder Name and agency), have examined the RFP documents and understood their contents, hereby submit my/ our proposal for the subject RFP. I/ We _____ (Sole Bidder/ Consortium) am/ are applying as a _____ (Sole Bidder/ Consortium) where lead member would be _____ (Bidder Name and Agency) and consortium partner is _____ (Second partner name and agency in case of consortium. Write N/A in case of Sole Bidder).
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Operator, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as OPERATION & MAINTENANCE OF NIMANTRAN RESTAURANT IN SAMBALPUR Project.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by

- or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. I certify that in regard to matters including security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the OPERATION & MAINTENANCE OF NIMANTRAN RESTAURANT IN SAMBALPUR Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
 13. In the project of my / our being declared as the Selected Bidder, I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 14. I have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
 15. I offer the EMD to the Authority in accordance with the RFP Document for site 1 & 2 (mention the site).
 16. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.
 17. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the OPERATION & MAINTENANCE OF NIMANTRAN RESTAURANT IN SAMBALPUR Projects not awarded to me or our Proposal is not opened or rejected.
 18. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.
 19. I agree and undertake to abide by all the terms and conditions of the RFP document.
 20. I shall keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
 21. I hereby certify that we have not changed any quantity as mentioned in the BoQ and confirmed that any discrepancy arrives at any time, decision of Authority will be considered as final.

22. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid OPERATION & MAINTENANCE OF NIMANTRAN RESTAURANT IN SAMBALPUR Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

For and on behalf of (Name of Bidder / Lead Member in case of consortium)

**Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)**

For and on behalf of (Consortium member in case of consortium)

**Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)**

Annexure-II
Bidder's- Profile

Sl. No	Particular	Compliance
1.	Name of the Bidder:	
2.	Legal Status of the Firm: <i>(i.e., Company or LLP)</i>	
3.	Registered Office Address with telephone, fax, website and email:	
4.	Date of Incorporation: <i>(Please attach copy of certificate of incorporation/ registration)</i>	
5.	Company profile (include background of company, organization structure, background of promoters, business of company, years in similar line of business, experience, and details of current activities) <i>(Attach supporting documents such as Company brochures, etc.)</i>	
6.	Details of individual(s) who will serve as point of contact/ communication with contact number and email-id	
7.	Has the bidder been barred by the Central/State Govt. or any entity from participating in any project? • If yes, does the bar subsist on the date of application?	
8.	Has the bidder been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years? • If yes, please provide the details.	
9.	Nature & details of experience in similar field: <i>(Please attach relevant documentary evidence including Copy of license / registration certificate)</i>	
10.	Any other details deemed necessary to be provided.	

For and on behalf of:
Signature:
Name:
Designation:

Organization Seal

(Authorized Representative and Signatory)

Annexure-III

Format for Power of Attorney for Signing of Bid

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

POWER OF ATTORNEY

Know all men by these presents, We,.....(name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of..... as our attorney (hereinafter referred to as "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal in response to the "**RFP for Operation & Maintenance of Nimantran Restaurant in Sambalpur**" issued by Department of Tourism, Government of Odisha (hereinafter referred to as "DoT") including but not limited to signing and submission of all documents and providing information/responses to DoT, representing us in all matters in connection with our Bid for the above said project.

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

Date this _____ Day of 2022.

For _____

(Name and designation of the person(s) with authority to authorize).

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Annexure-IV
Format of Bid Affidavit

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

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

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

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

Deponent

(Signed by Authorized Signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

Annexure-V

Format of Bid Undertaking

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

Date-:

To,

Director Tourism
Department of Tourism,
Paryatan Bhawan,
Lewis Road Bhubaneswar – 751 014

Ref: RFP for Operation & Maintenance of Nimantran Restaurant in Sambalpur

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DoT and in any subsequent communication sent by DoT. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DoT. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the operation and maintenance of restaurant as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the Nimantran Restaurant in Sambalpur shall be operated as per the comprehensive stipulations and requirements that have been spelt out by the DoT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DoT in this regard.

We also commit to abide by the decision of DoT on all matters relating to the implementation of the Project and thereafter, the Operation and Maintenance of the Project.

For and on behalf of:

(Signature of the Authorized Signatory)

Name of the person:

Designation:

Signed by the Bidder

Annexure-VI
Financial Capability of Bidder

Name of the Bidder:

Sl.	Particulars	FY _____	FY _____	FY _____
1.	Turnover (In INR Crores)			
2.	Average Annual Turnover for last 3 years (In INR Crores)			

Net Worth:

1.	Net Worth (In INR Crores) on 31 st March 2023	
----	--	--

Note:

1. Attach certified copies of Annual Audited Balance Sheets, P & L statement, and IT Returns Certificate for last 3 (Three) years.
2. The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.
3. Revenue from hospitality sector operations will only be considered.

Signed

Signature of CA / Statutory Auditors

(Name of the Authorized Signatory) (with seal & registration no.)

Place:

Date:

Annexure-VII
Financial Proposal

To,
Director Tourism
Paryatan Bhawan, Lewis
Road, Bhubaneswar,
Pin-751014
Odisha

Sub: Financial Proposal for “RFP for Operation & Maintenance of Nimantran Restaurant in Sambalpur”

Sir,

With reference to the subject RFP document dated _____ I/ we have examined the Bidding Documents and understood their contents,

I/ we offer to operate, maintain, and manage the Nimantran Restaurant in Sambalpur in accordance with the stipulated terms and conditions and other particulars therein as defined in this RFP.

I / we hereby offer and agree to pay the following as Upfront Fee for the above-mentioned Property:

Name of Property	Upfront Fee (In INR)	Upfront Fee (In Words)
Nimantran, Sambalpur		

Note: The above amount is exclusive of GST. GST shall be paid separately, as applicable.

I / we understand that DoT is not bound to accept the highest or any Financial Bid(s) received. I/ we agree that my / our Financial Bid shall remain valid for a period as mentioned in this RFP from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project. There will be no grant, positive or negative from DoT.

Yours sincerely,
 Authorized Signature:
 Name and Title of Signatory:
 Name of Firm:
 Address:
 Date:
Signature
Authorized Signatory with Official Seal

Annexure-VIII: Performance Security (Bank Guarantee Format)**UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE****Bank Guarantee No.:** _____**Dated:** _____

In accordance with Letter of Award bearing letter No. _____, Dated _____ (*hereinafter referred to as "LoA"*) and RFP No. _____, Dated _____ on Request for Proposal for operation & maintenance of Nimantran Restaurant in Sambalpur of Department of Tourism, Govt. of Odisha (*hereinafter referred to as "RFP"*), M/s _____ Address _____ (*hereinafter referred to as Operator*) wishes to participate in the said RFP and a Bank Guarantee for the sum of INR _____ valid for a period of _____ days (*in words*) is required to be submitted by the Operator towards the Performance Security.

1. We, the _____ [*indicate the name of the Bank*](*hereinafter referred to as 'the Bank'*) at the request of the Operator do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Department of Tourism, Government of Odisha (*hereinafter referred to as "DoT"*) an amount not exceeding INR _____ (*in figures and in words*) to the DoT, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Operator on whose behalf this guarantee has been issued.
2. We the _____ [*indicate the name of the Bank*] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DoT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DoT by reason of any breach by the said Operator of any of the terms or conditions or failure to perform the said LoA and RFP. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (*in figures and in words*).
3. We, the _____ [*indicate the name of the Bank*] undertake to pay DoT any money so demanded notwithstanding any dispute or disputes so raised by the Operator in any suit or proceeding instituted/ pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Operator shall have no claim against us for making such payment.
4. We, the _____ [*indicate the name of the Bank*] further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of 1870 days (project period of 5 years plus 45 days) and that it shall continue to be enforceable till all the dues of the DoT under or by virtue of the said LoA and RFP have been fully paid and its claims satisfied or discharged or till DoT certifies that the terms and conditions of the said LoA and RFP have been fully and properly carried out by the said Operator and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ [date], we shall be discharged from all liability under this Guarantee thereafter.
5. We, the _____ [*indicate the name of the Bank*] further agree that DoT shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said LoA and RFP or to extend time

of performance by the said Operator from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT against the said Operator and to forbear or enforce any of the terms and conditions relating to the said LoA and RFP and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Operator or for any forbearance act or omission on the part of DoT or any indulgence by DoT to the said Operator or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Operator.
7. We, the _____ [*indicate the name of the Bank*] further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.
8. We, the _____ [*indicate the name of the Bank*] lastly undertake not revoke this Guarantee during its currency except with the previous consent of DoT in writing.

For

Name of Bank:

Seal of Bank

Dated, the _____ day of _____ 2022

(Signature, names & address, designation of the authorized signatory)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch

Annexure-IX
Pre-bid Query Format

Interested parties shall submit their queries in the following format

Sl. No	RFP clause No. / Page No.	RFP Clause Details	Query / Clarification sought

Note:

Bidders shall submit their query in soft copy (in word / excel format only) to info@odishatourism.gov.in and pmu@odishatourism.gov.in on or before the pre bid query submission due date mentioned in this RFP.

ANNEXURE – X**List of Project Assets and Facilities available at Rani Bakhri (Nimantran Sambalpur)**

Sl.	Description of Item	Location	Qty.
1.1	Ground Floor		
	Sofa 3-Seater	Room1	1 Set
	Centre Table		1 Nos.
	Chair		3 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche light		3 Nos.
	Speaker		1 Nos.
	AC-1Ton		1 Nos.
	Flush Door		1 Nos.
	False Ceiling		1 Job
	Wooden Paneling with veneer		1 Job
	Jali Paneling		1 Job
	Wooden Flooring		1 Job
1.2	Ground Floor		
	Table	Room 2	1 Nos.
	Chair		4 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche Light		3 Nos.
	Speaker		1 Nos.
	AC-1Ton		1 Nos.
	False Ceiling		1 Job
	Wooden Paneling with veneer		1 Job
	Jali Paneling		1 Job
	Wooden Flooring		1 Job
1.3	Ground Floor		
	Cash Counter Table	Room 3	1 Nos.
	Cash Counter Chair		1 Nos.
	Chair		2 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Speaker		1 Nos.
	AC-1Ton		1 Nos.
	Camera		1 Nos.
	Flush8 Door		1 Nos.
	Wooden Paneling with veneer		1 Job
	Jali Paneling		1 Job
	Tile Flooring		1 Job
1.4	Ground Floor		
	Table	Room 4	1 Nos.
	Chair		4 Nos.
	Chandelier Light		2 Nos.
	Wall Light		2 Nos.
	Niche Light		5 Nos.

Sl.	Description of Item	Location	Qty.
	AC-1.5Ton		1 Nos.
	Wooden Paneling with veneer		1 Job
	Jali Paneling		1 Job
	Wooden Flooring		1 Job
1.5	Ground Floor		
	RoundTable		1 Nos.
	Chair		4 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche Light	Room 5	1 Nos.
	AC-1Ton		1 Nos.
	Wooden Paneling with veneer		1 Job
	Jali Paneling		1 Job
	Wooden Flooring		1 Job
1.6	Ground Floor		
	Sofa3-Seater		1 Set
	Centre Table		1 Nos.
	Chair		3 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche Light	Room 6	3 Nos.
	AC-1Ton		1 Nos.
	Wooden Paneling with veneer		1 Job
	Jali Paneling		1 Job
	Wooden Flooring		1 Job
1.7	Ground Floor		
	Chandelier Light		1 Nos.
	Flush Door	Storeroom 7	1 Nos.
	Tile Flooring		1 Job
1.8	Ground Floor		
	Service Table		1 Set
	Table		4 Nos.
	Chair		16 Nos.
	Chandelier Light		5 Nos.
	Wall Light		5 Nos.
	Niche Light	Verandah	2 Nos.
	Speaker		2 Nos.
	Camera		2 Nos.
	Wooden Panelling with veneer		1 Job
	Jali Panelling		1 Job
	Tile Flooring		1 Job
2.1	First Floor		
	Washroom		1 Nos.
	Urinal		1 Nos.
	W.C		1 Nos.
	Washbasin	Room1	1 Nos.
	Ceiling Light		2 Nos.
	Flush Door		1 Nos.

Sl.	Description of Item	Location	Qty.
	False Ceiling		1 Job
2.2	First Floor		
	Table	Room 2	1 Nos.
	Chair		4 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche Light		3 Nos.
	Speaker		1 Nos.
	AC-1Ton		1 Nos.
	Wooden Panelling with veneer		1 Job
	Jali Panelling		1 Job
	Tile Flooring		1 Job
2.3	First Floor		
	Table	Room 3	1 Nos.
	Chair		4 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche Light		1 Nos.
	Speaker		1 Nos.
	AC-1Ton		1 Nos.
	Wooden Panelling with veneer		1 Job
	Jali Panelling		1 Job
	Tile Flooring		1 Job
2.4	First Floor		
	Table	Room 4	1 Nos.
	Chair		4 Nos.
	Chandelier Light		1 Nos.
	Wall Light		3 Nos.
	Niche Light		2 Nos.
	Speaker		1 Nos.
	Camera		1 Nos.
	Wooden Panelling with veneer		1 Job
	Jali Panelling		1 Job
	Tile Flooring		1 Job
2.5	First Floor		
	Table	Room 5	1 Nos.
	Chair		4 Nos.
	Chandelier Light		1 Nos.
	Wall Light		2 Nos.
	Niche Light		1 Nos.
	AC-1Ton		1 Nos.
	Speaker		1 Nos.
	Wooden Panelling with veneer		1 Job
	Jali Panelling		1 Job
	Tile Flooring		1 Job
2.6	First Floor		
	Table		1 Nos.
	Chair		4 Nos.

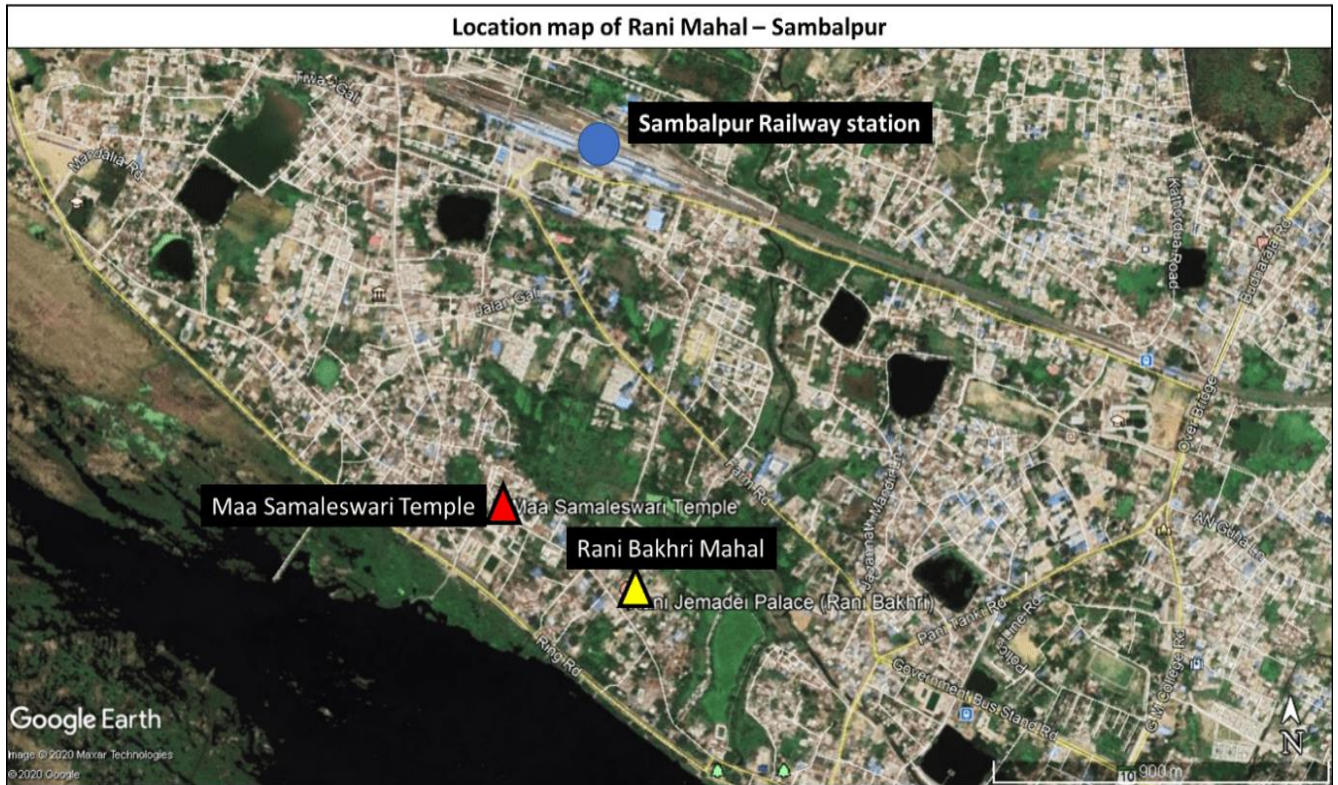
RFP FOR OPERATION & MAINTENANCE OF NIMANTRAN RESTAURANT IN SAMBALPUR

Sl.	Description of Item	Location	Qty.
	Chandelier Light	Room 6	1 Nos.
	Wall Light		2 Nos.
	Niche Light		3 Nos.
	AC-1Ton		1 Nos.
	Speaker		1 Nos.
	Wooden Panelling with veneer		1 Job
	Jali Panelling		1 Job
	Tile Flooring		1 Job
2.7	First Floor		
	Service Table	Room 7	1 Nos.
	Chandelier Light		1 Nos.
	Flush Door		1 Nos.
	Tile Flooring		1 Job
2.8	First Floor		
	Outdoor Table	Open area	3 Nos.
	Chair		12 Nos.
	Wash basin Counter		1 Nos.
	Wall Light		2 Nos.
	Camera		2 Nos.
	Umbrella		3 Nos.
	Tile Flooring		1 Job
3.1	Ground Floor Landscaping area		
	D. Gset	Front area	1 Nos.
	Main Gate		1 Nos.
	Grill		13 Nos.
	Transformer		1 Nos.
	Down Light		20 Nos.
	Column Light		15 Nos.
	Porch Structure		1 Nos.
	Paver Block		1 Job
	Curve Stone		1 Job
	Tree		1 Job
	Grass		1 Job
4.1	Ground Floor		
	W.C	Back area	2 Nos.
	Washbasin		2 Nos.
	Flush door		2 Nos.
	Wall Light		4 Nos.
	MS Staircase		1 Nos.
	Column Light		11 Nos.
	Grill		11 Nos.
4.2	Kitchen		
	Tube Light	Kitchen	18 Nos.
	12-WattPanel		12 Nos.
4.3	Hand wash area		
	Washbasin	Hand wash area	2 Nos.
	Wash basin Mirror		2 Nos.

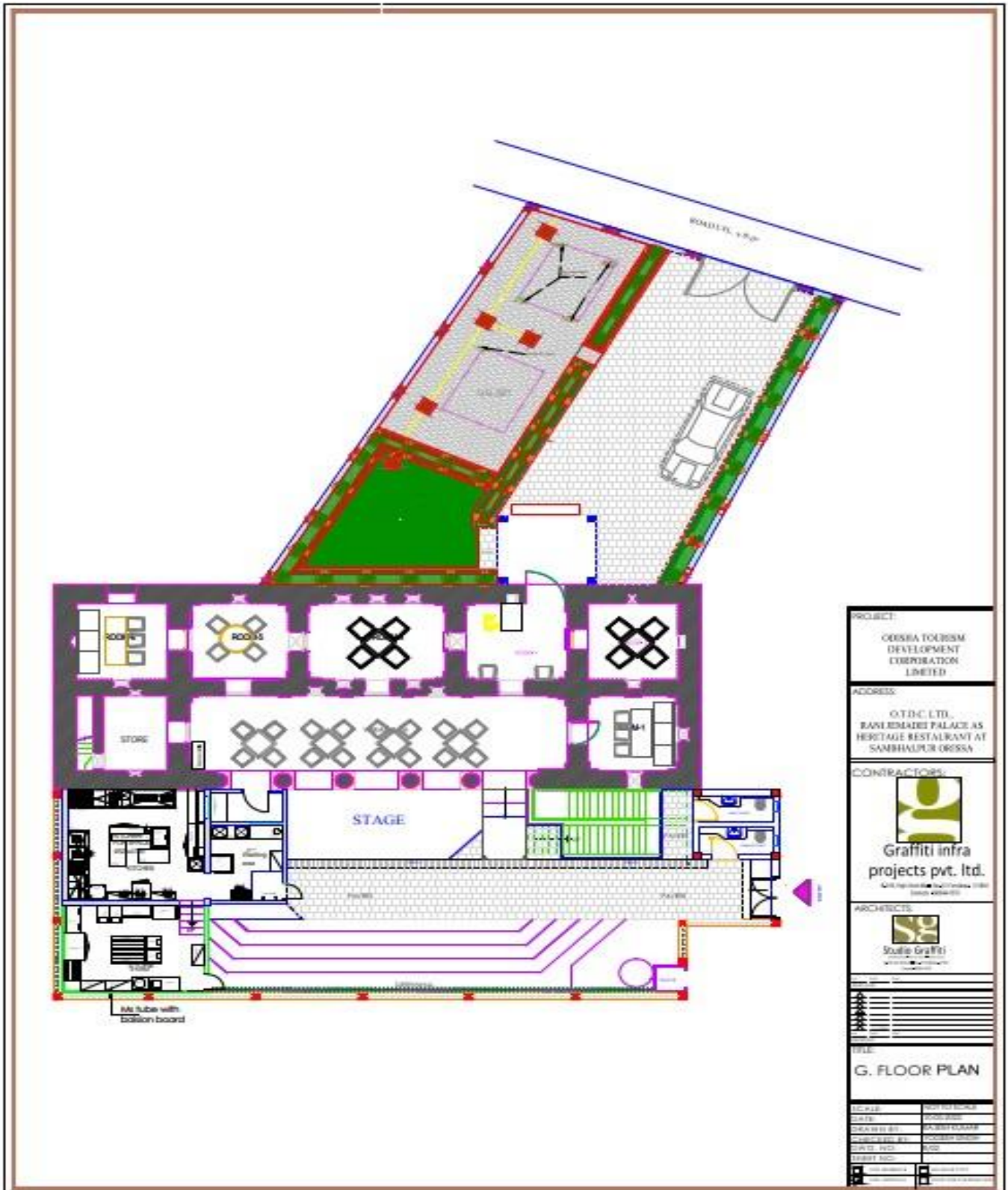
ANNEXURE XI

DETAILS OF THE PROPERTY SUCH AS LOCATION MAP, LAYOUT PLAN, SITE PLAN AND PHOTOGRAPHS IS GIVEN BELOW:

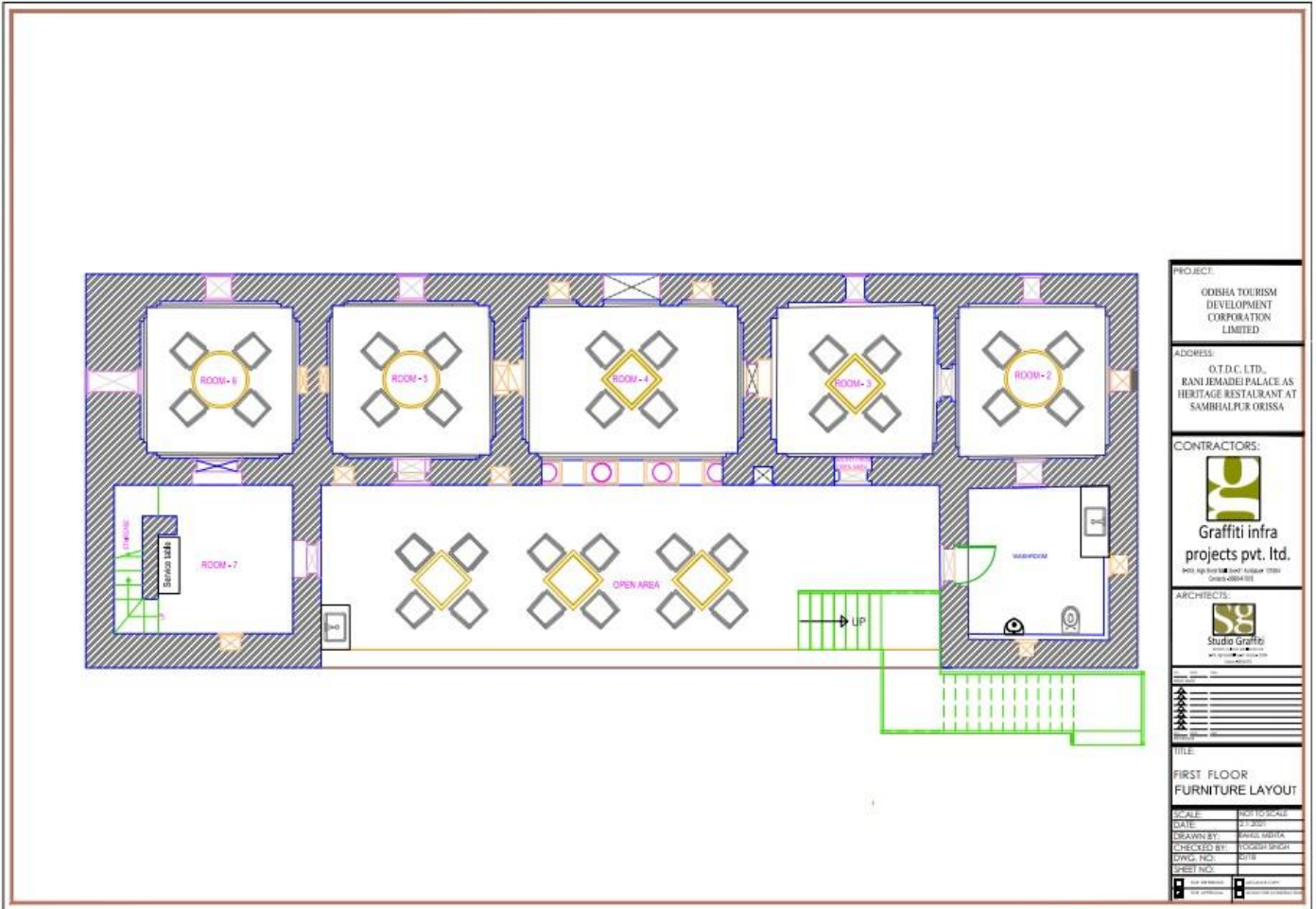
LOCATION MAP: RANI BAKHRI MAHAL



LAYOUT PLAN: GROUND FLOOR



LAYOUT PLAN: FIRST FLOOR



PROJECT:
GOISHA TOURISM DEVELOPMENT CORPORATION LIMITED.

ADDRESS:
O.T.D.C. LTD., RANI EMMADEI PALACE AS HERITAGE RESTAURANT AT SAMBALPUR, ORISSA

CONTRACTORS:

Graffiti infra projects pvt. Ltd.
Plot No. 10, Sector 10, Bhubaneswar - 751005

ARCHITECTS:

Studio Graffiti
Plot No. 10, Sector 10, Bhubaneswar - 751005

TITLE:
FIRST FLOOR FURNITURE LAYOUT

SCALE:	NOT TO SCALE
DATE:	27/04/2024
DRAWN BY:	PAWEL PABKA
CHECKED BY:	TOURIST SPORT
DWG. NO.:	EDTB
PROJECT NO.:	

ILLUSTRATIVE IMAGES OF RANI BAKHRI MAHAL

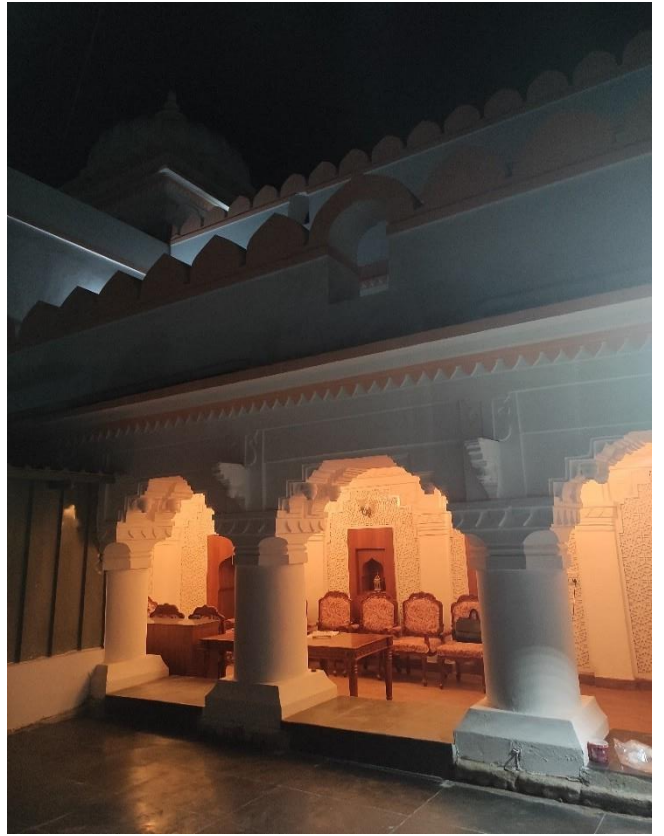














NIMANTRAN CHAIN OF RESTAURANTS
(Interior and Exterior images)





ANNEXURE XII

Guidelines for Operations and Maintenance (O&M) of Nimantran Sambalpur

1. Department of Tourism, Government of Odisha (hereinafter referred to as “DoT”) owns a chain of restaurants namely “NIMANTRAN RESTAURANT” (hereinafter referred to as **Property or Restaurant**). “NIMANTRAN” is a one stop destination for Odia cuisine. “NIMANTRAN” has been conceptualized with the purpose to serve authentic Odia cuisines from different districts of Odisha. These restaurants envisage to provide different flavours of authentic Odia Cuisine which are also linked with culture, heritage and lifestyle of Odisha. DoT has launched two “NIMANTRAN” restaurants, one at Janpath, Bhubaneswar and second at Blue Flag Beach, Puri. Third NIMANTRAN restaurant at Rani Bakhri Mahal, Sambalpur is ready to be made operational.
2. DoT proposes to operate and maintain the Restaurant “Nimantran Restaurant” in Sambalpur on Public Private Partnership mode (the “Project”) for a period of 5 years, without transfer of any manpower from DoT.
3. There should be no restriction or biases in any form for any customers visiting Nimantran.
4. The selected bidder shall comply with all applicable laws/ rules including those relating noise pollution as per “The Noise Pollution (Regulation and Control) Rules 2000” during operation and maintenance of the Project.
5. During duty time, all employees / staffs hired by the selected bidder, should be courteous to customer and always be in uniform as approved by DoT.
6. The selected bidder shall co-brand Nimantran Sambalpur along with DoT.
7. All statutory instruction / rules related to health & Hygiene issued by the competent Government authorities shall be strictly adhered to.
8. Feedback / Complaint register shall be maintained at all times at the Reception of Nimantran Sambalpur and copy of the same shall be submitted to DoT on quarterly basis.