Request for Proposal (RFP) for

Selection of agency(s) for setup, operation and management of Eco Retreats (Glamping) at Satkosia in Odisha through Premium / Viability Gap Funding (VGF) mode for a period of 05 Years

(2026-2027 to 2030-2031)

BID IDENTIFICATION NO: ACE/OTDC/05/2026-27 Date: 23.07.2026

Managing Director,
O.T.D.C. Ltd.,
Panthanivas Old Block, Lewis Road,
Bhubaneswar-751014.
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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 Odisha Tourism Development Corporation (OTDC) 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.

REQUEST FOR PROPOSALS

Table 1: RFP Schedule

1.	Office of Issue	Odisha Tourism Development Corporation (OTDC)
2.	Date of Issue	24.07.2026
3.	Site Visits	24.07.2026 to 10.08.2026 during 10:00 Hrs to 18:00 Hrs Nodal Officer: Shri Rudra Narayan Dash, Addl. Secretary to Govt. Mobile: 94372 83864 For queries related to e-procurement: Shri Subrat Jena Mobile: 99375 17085
4.	Last date of receiving queries in e-mail ID's: info@odishatourism.gov.in /ace.otdc@gmail.com Kindly mention the Pre-Bid Queries for RFP Number _______and RFP ________ in the Subject of the Email	30.07.2026, up to 11 AM
5.	Pre-bid meeting (through Video Conferencing) link will be published on (Tenders Odisha & OTDC's portal in tenders section) the following link: https://tendersodisha.gov.in/nicgep/app https://otdc.odisha.gov.in/en/light/tender	31.07.2026, 3:30 PM
6.	Response to pre-bid queries	04.08.2026, 5 PM
7.	Last date and time for submission of bids	13.08.2026 up to 17:00 Hrs
8.	Date and time for technical bid opening	14.08.2026, 11:30 Hrs
9.	Date and time for: • Technical presentation and evaluation • Financial bid opening and evaluation	Dates will be intimated later to Eligible Bidders
10.	Bid Processing Fee	INR 11,800/- per site (online)
11.	Earnest Money Deposit (EMD)	INR 5,00,000/- per site (online)

12.	Method of Selection	H1 (in case of premium) or L1 (in case of VGF)
13.	Proposal Validity	120 days
14.	Mode of Submission	Online submission on: https://tendersodisha.gov.in/nicgep/app

Managing Director, Odisha Tourism Development Corporation (OTDC) invites online proposals from reputed agencies **for setup, operation and management of Eco Retreats (Glamping) at Satkosia in Odisha through Premium / Viability Gap Funding (VGF) mode for a period of 05 Years (2026-27 to 2030-2031).**

Interested bidders may download the RFP document from tender section of Tenders Odisha website:

https://tendersodisha.gov.in/nicgep/app

Interested bidders must satisfy all eligibility criteria stated in Clause 3 of this document.

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1. Definitions

In this RFP, unless the context otherwise requires or provides for, the following words or expression shall have the meanings as are hereinafter respectively assigned to them:

a) "Authority" or "OTDC – shall mean Odisha Tourism Development Corporation;
b) "Agreement" – shall mean the legal document including recitals, schedules and attachments which may be amended, supplemented or modified in accordance with the provisions, as executed between OTDC and the preferred bidder;
c) "Premium" – means an amount (financial offering) being offered by the bidder to the Authority for 05 (five) years which is to be paid annually in advance;
d) "Viability Gap Funding (VGF)" – means an amount (financial support) being sought by the bidder from the authority for operation of Eco Retreat for 05 (five) years which is to be paid annually at the end of every year of operations;
e) "Bid" - means the document in their entire form submitted by the Bidder in response to the Tender issued by the Licensor in accordance with the provisions thereof;
f) "Bidder" - shall mean such entity who / which (as the case may be) has submitted a bid pursuant to the RFP;
g) "Bid Due Date" - shall mean the last date for submission of Bids;
h) "Coercive Practice" – means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
i) "Fraudulent Practice" - means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
j) "Restrictive Practice" - means forming a cartel or arriving at any understanding or arrangement among bidders with objective of restricting or manipulating a full and fair competition in the bidding process;
k) "Letter of Award" or "LoA" - shall mean the letter issued to the preferred bidder by OTDC.
l) "Contract Duration" or "Project Duration - is the period commencing from the Commercial Operation Date and shall extend for a period of 05 (five) years from Commercial Operation Date OR until the prior termination of the Agreement.
m) "Operation Duration" – is the period of operations each year. Minimum operation duration of each year for each site will be as per Table-2. OTDC shall pay the VGF for the above-mentioned duration only. OTDC shall receive premium on yearly basis. Any operations beyond the Operation Duration will be sole responsibility of the operator without any financial liability to OTDC.
n) "Operator" - shall mean the bidder who has offered the highest Annual Premium or has sought minimum VGF to / from the authority and who has been accepted by the authority, has been issued a letter of award;
o) "Bid Processing Fee" – shall mean non-refundable amount of INR 11,800/- (Indian Rupees Eleven Thousand Eight Hundred only) to be paid online;
p) "Earnest Money Deposit" or "EMD" – shall mean refundable amount of INR 5,00,000/- (Indian Rupee Five Lakh only) per site to be paid online;
q) "Corrupt Practice" – means
    I. the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the

Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before the execution thereof, shall be deemed to constitute influencing the actions of a person connected with the bidding process).

II. engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

2. Introduction

2.1 Department of Tourism (hereinafter referred to as "DoT" or "Authority" or "Department") aims to develop Odisha as one of most preferred tourist destinations in India. Concerted efforts are being put in place by DoT to position the state prominently in the domestic and international tourist source markets. In this background, DoT has introduced ECO RETREAT – a GLAMPING (glamorous camping) project in Odisha during 2019-20. The first Eco Retreat was organised at Ramchandi Beach in Konark between Dec. 2019 to Feb. 2020, the second edition was organised at multiple locations between December 2020 to Feb. 2021 and the third, fourth and fifth editions were organised at multiple locations between December 2021 to March 2026. The event provided accommodation in luxury tented cottages, associated facilities such as restaurant & bar, conferencing facilities, land / water sports activities and other facilities. All the editions were highly successful with record occupancy and evolved as a distinct tourism brand.

2.2 To capitalise on the encouraging response and success of previous editions of Eco Retreat, **DoT through OTDC** has decided to organise Eco Retreat at **Satkosia** for 05 years (Table 2) i.e., for the period 2026-27 to 2030-31.

Table 2: Eco-Retreat 2026-27 to 2032-33: Destination and Project site

Site No.	Destination	District	Minimum Nos. of Tent#	Minimum Annual project duration / per year	Tentative Project Start Date* (of every year)
Site-7	Satkosia	Cuttack	50	150 days	1st November

NOTE:

***'** The final start date will be communicated to the Operator by OTDC basis availability and suitability at each site.

Please refer Detailed Specifications (Annexure-VIII) for details in the categories of Tents.

Nodal Officer of OTDC and Department of Tourism (DoT) will facilitate site visits for bidders.

Note:

a) Annual duration mentioned above, is the minimum annual duration for which the agency (s) has to operate the Eco Retreats on a continuous basis at respective locations mandatorily as outlined in Table-2. The bidder has to quote Premium / VGF on per year basis for each location for the period as mentioned in Table-2. Upon completion of the minimum annual duration as detailed in Table-2 on a continuous basis, the Agency may, at its sole discretion and feasibility, continue to operate the respective Eco Retreat(s) entirely at its own cost, risk, and responsibility, without any claim or entitlement to VGF or any other financial support from OTDC.

b) Details of the location: https://drive.google.com/drive/folders/1kolM_Kt6yT217L3CqP5b6wiR7mVpDiLy?usp=drive_link

2.3 Accordingly, OTDC invites online bids from reputed and experienced agencies for set up, operation, management, maintenance, promotion and marketing of "Eco Retreat" or "Project" at above site for a period defined in Table 2 under Premium / VGF mode. The OTDC shall select a preferred bidder for each site for a period of 05 (five) years.

2.4 The Operator(s) hereinafter referred as "Operator" or "Bidder" or "Agency" for Eco Retreat for five years starting from 2026-27 shall require minimum benchmarking facilities as per BOQ provided in Annexure-VIII, products and services against the quality offered in previous editions of Eco Retreat. Glimpses of the previous editions of Eco Retreat project is given at Annexure.

2.5 The Successful Bidder prior to award of contract shall have to submit the detailed BoQ with rates & amount to justify their premium offered & award of Viability Gap Fund.

3. Scope of Work

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

3.1 The Operator(s) shall conceive, set-up, operate, maintain, manage, and market the Eco Retreat project site (hereinafter referred to as “Eco Retreat project site” or “project”) for the site for which the bidder has won.

3.2 Operator shall arrange all accommodation facilities, amenities, furniture, and other required infrastructure for operation of the project. After completion of the project, Operator shall dismantle and remove all temporary accommodation and other infrastructure for each site.

3.3 Operator shall develop conceptual plan, layout plan, working drawings and specifications for Eco Retreats. The specifications and design of the tent city may require to be modified as per the local needs and as per the directions of OTDC. (approval).

3.4 Operator shall setup and manage temporary structures (tented cottages, restaurants, conference hall, reception area, etc.) as applicable for interior and exterior furnishing, as necessary and in conformity with OTDC in compliance with Specifications / Minimum Development Obligation (MDO) as specified in this RFP in Annexure-VIII.

3.5 Operator shall execute within the project site water supply, plumbing, sanitation, drainage, by complying with benchmark quality standards, applicable environmental guidelines and safety norms.

3.6 Operator shall execute the project maintaining the locational aesthetics, safety and a consistent theme (annual), under approved terms as specified in this RFP.

3.7 Operator shall operate, maintain and manage the project facility including, front office, kitchen, restaurant, room service, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, scientific waste disposal, security, upkeeping of the structures etc.

3.8 The quality of service (including stay and F&B) shall be at least at par with any 3-star Category hotel or equivalent. Operator shall depute skilled & trained manpower, as necessary to provide quality experience to guests.

3.9 Operator shall provide necessary plans and provisions for power back-up, energy efficient power supply at the sites to ensure zero power outages. Operator shall comply with highest quality and safety standards of electrical items and equipment with adequate safety measures to prevent any electrical short circuits and mishaps.

3.10 Operator shall comply with all statutory approvals as necessary for the set-up, operation, maintenance, marketing and promotion of the project.

3.11 Operator shall ensure emptying of soak pits on regular basis or as per requirements for the entire system pertaining to tents and other relevant structures (by mechanical means only). Such disposal, maintenance and cleanliness would be in the scope of work of Operator(s) at each site and shall be executed as per applicable local district administration guidelines.

3.12 The sludge tank capacity shall be adequate as per the requirements of each site and the machines shall have standard capacity vacuum pump. The suction machines will be used daily in 2-3 shifts for cleaning of rains/soak pits /septic tanks in the project area managed by Operator.

3.13 Operator shall deploy CCTV(s) at all important points of the project site for 24X7 surveillance and take preventive measures to ensure and staff safety.

3.14 Operator shall adhere to all relevant guidelines and SoPs issued by OTDC / Government from time to time in facility design, management and operations.

3.15 Operator shall undertake requisite marketing and branding strategy, to promote the Eco Retreat project. Efforts shall be made to have OTDC/DoT approved theme based branding and promotion strategy/ material for all Eco retreat sites operational during the project period.

3.16 Operator shall be responsible for such other responsibilities which are not covered in scope of work mentioned in this RFP, but found essential for successful operation of the project, without any extra cost to OTDC.

3.17 Operator shall comply with the applicable standards of fire safety and install adequate fire handling equipment. The operator shall obtain Fire Safety Certificate from the competent authority at its own cost and share a copy of the same with OTDC.

3.18 Operator shall deploy a qualified and experienced Fire Safety Officer at each site to prevent and to deal with fire hazards or any safety related incidents during the project. Safety officer shall train all relevant staff regularly on general safety protocols, fire safety procedures and handling emergency situations. Videography of the training and periodic mock drills shall be made and submitted to OTDC from time to time.

3.19 The operator shall be required to set up tents with dormitory and basic amenities for drivers/ helping staff accompanying the guests.

3.20 The operator is encouraged to make provision for adventure and allied tourism activities like water sports, trekking, hiking, bird watching, rural immersion walks, star gazing, wildlife safari, art & craft walks, gastronomy walks etc. as per the locational feasibility of each Eco Retreat site. The operator can also make attractive packages by combining number of activities to increase the feasibility of Eco Retreat and overall appeal of the product.

3.21 The introduction and operation of such services and activities shall be subject to the prior written approval of the OTDC and the Operator obtaining, at its own cost and responsibility, all applicable licences, permissions, approvals, insurance coverage and statutory clearances from the competent authorities. The Operator shall be entitled to determine and collect the charges for such services and activities directly from the respective guests; provided that the applicable charges shall be fixed in consultation with OTDC, transparently displayed and communicated to guests in advance, and no additional cost or financial liability shall accrue to OTDC in connection therewith.

3.22 The operator shall be given rights to run and operate the respective site-specific Eco Retreat, without any rights on other adjacent land parcels / attractions. The operator shall be responsible to put up proper signages at the site connecting with the nearest major road network.

3.23 The operations of Eco Retreat including the dining areas, kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSAI) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/regulations/norms as applicable from time to time. The Operator shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSAI, 2006 or any issues arising out of food contamination poisoning and related issues and Licensee shall be solely liable to all third-party claims.

Note:

I. OTDC reserves the right to suitably alter the scope of work anytime during the contract period, to factor the extant/ unforeseen need/ requirement on mutual agreement.

II. Exact dates of operation of Eco Retreat for all the sites for each year shall be decided with mutual consent of OTDC and the Successful Bidder.

III. While the destinations of the Eco Retreat will not change during the tenure of the project period, external and/ or natural factors may render the selected site unsuitable for organising the Eco Retreat. In such a situation, OTDC and the Selected Bidder will jointly finalise a suitable site for the same destination.

IV. All taxes, fees, statutory dues relating to the Eco Retreat including but not limited to, Panchayat/Municipality and any other tax shall be borne by the Operator.

4. Obligations of OTDC:

3.1. The project site in Eco Retreat destination shall be handed over to the respective preferred bidder on “as is where is” basis (Infrastructure / utilities as available at each site)

3.2. OTDC shall assist in obtaining Excise Licence during the O&M period of Eco Retreats. However, the cost towards the same shall be borne by the Operator.

3.3. OTDC will provide water supply connection and power supply connection at a designated point including basic trunk infra at each site. Further, extension of such utilities (including fittings and cabling) inside the Eco Retreat / tent city will be done by Operator(s).

3.4. OTDC shall evaluate and approve the layout submitted by selected operator 01 month prior to the start of operations of each Eco Retreat.

3.5. OTDC shall assist in overall safety and security through local police / tourist police.

3.6. OTDC / DoT shall facilitate the operator in obtaining the required statutory approval like NOC from OCZMA, Forest Department and DoWR wherever applicable. However, the cost towards the same shall be borne by the operator.

3.7. OTDC, or any officer, consultant, engineer or other representative duly authorised by it, shall have the right to inspect the Eco Retreat, including its tents, temporary structures, facilities, equipment, utilities, records and operations, at any time during the Operating Period, with or without prior notice. The Operator shall provide all reasonable access, assistance, information and documents required for such inspection. Any deficiency, non-conformity or corrective measure communicated by OTDC pursuant to the inspection shall be rectified or implemented by the Operator, at its own cost and responsibility, within two (2) days from receipt of such communication, or within such shorter period as may be stipulated by OTDC where the deficiency poses an immediate risk to life, safety, security, hygiene or continuity of operations. The Operator shall submit documentary and photographic evidence of compliance to OTDC upon completion. Where the Operator fails to rectify the deficiency within the prescribed period, OTDC may undertake or cause the required corrective action to be undertaken at the Operator's risk and cost, without prejudice to the imposition of applicable penalties or any other rights and remedies available to OTDC under the RFP and the Agreement.

3.8. The OTDC may permit the Successful Bidder to utilise the designated space within the Eco Retreat site for the storage of materials required for the operation of the Eco Retreat beyond the Minimum Operating Period specified in Table 2, entirely at the Successful Bidder's own risk, cost and responsibility, and subject to the terms and conditions of this RFP and such directions as may be issued by OTDC from time to time. Such permission shall not create any liability or obligation upon OTDC in respect of any loss, theft, damage or deterioration of the stored materials.

Note: All the Costs towards licences, statutory approvals etc. shall be borne by the operator.

5. Minimum Development Obligations (MDOs) of Agency(s) / Operators (s):

5.1. The agency shall get the layout of Eco Retreat approved by OTDC.

5.2. The Operator shall be required to provide the listed minimum infrastructure / minimum development obligation (MDO) / Specifications against each site(s) as detailed in Annexure-VIII.

5.3. The agency shall bear the cost towards water and power consumption.

5.4. For the fulfilment of MDO the operator shall NOT be allowed to sub-let the core activities and services - Room Service, House Keeping, Front Office, other similar service as prescribed in this RFP.

5.5. The primary responsibility of the promotion and marketing of Eco Retreats shall be of the Operator.

5.6. The operator shall provision land for open area marked for parking of vehicles nearest to the entry of each site.

5.7. The operator has to mandatorily make provision for adventure and allied tourism activities like water sports, trekking, hiking, bird watching, rural immersion walks, star gazing, wildlife safari, art & craft walks, gastronomy walks etc. along with its related infrastructure as per the locational feasibility of each Eco Retreat site. The operator can also make attractive packages by combining number of activities to increase the feasibility of Eco Retreat and overall appeal of the product. The operator needs to obtain approvals for such activities from OTDC/DoT along with the approval of layout plan.

5.8. The Operator shall, at its own cost, risk and responsibility, provide and maintain adequate Food and Beverage (“F&B”) services for guests at the Eco Retreat throughout the Operating Period and the same shall be at least of 3 Star Category Hotel or equivalent, in accordance with the service standards, specifications and other requirements prescribed under this RFP. The Operator shall be entitled to determine, levy and collect charges for such F&B services directly from the respective guests, provided that such charges are reasonable, transparently displayed and communicated to the guests in advance. It is expressly clarified that Odisha Tourism Development Corporation (“OTDC”) shall not provide or reimburse any Viability Gap Funding (“VGF”) or other financial support in respect of the establishment, operation or provision of F&B services. The Operator shall be solely responsible for generating and collecting its revenue from the provision of F&B services directly from guests and shall bear all associated quality, capital expenditure, operating expenditure, taxes, losses, liabilities and commercial risks, without any recourse to OTDC.

5.9. The Operator shall, at its own cost and responsibility, ensure that all accommodation tents, dormitory tents, common-area tents, hangar structures, canopies and other temporary fabric structures installed at the Eco Retreat, together with their fabrics, frames, anchoring systems, raised platforms, electrical installations and fire-retardant components, are inspected, tested and certified before commencement of operations in each Contract Year by an independent inspection body accredited in accordance with ISO/IEC 17020; provided that all testing shall be undertaken by a laboratory accredited in accordance with ISO/IEC 17025. The Operator shall submit to the Authority valid certificates and test reports demonstrating, as applicable: (i) compliance by the manufacturer with ISO 9001 – Quality Management Systems; (ii) compliance of the tents with ISO 5912 – Camping Tents: Requirements and Test Methods, covering safety, performance and fitness for use; (iii) compliance of tent fabrics, linings, curtains and other textile materials with ISO 6940 – Textile Fabrics: Burning Behaviour—Determination of Ease of Ignition and ISO 6941 – Textile Fabrics: Burning Behaviour—Measurement of Flame-Spread Properties; and (iv) structural stability, anchorage, weather resistance, waterproofing, electrical safety, fire safety and overall fitness for occupancy under applicable Indian laws, codes and standards. All certificates and reports shall be current, issued by appropriately accredited bodies, traceable to the manufacturer and relevant batch or lot of materials actually installed at the Site, and submitted to the Authority at least ten (10) days before commencement of operations. No such tent or temporary structure shall be occupied or opened to guests or the public unless it has been certified as safe and fit for its intended use. Any deficiency or non-conformity identified during inspection or testing shall be rectified by the Operator at its own cost, followed by reinspection and certification, and acceptance or review of any certificate by the Authority shall not relieve the Operator of its obligations or liability regarding the quality, safety, structural integrity, statutory compliance and fitness for use of such tents and temporary structures.

5.10. The successful bidder must handover the Eco Retreat site to OTDC after completion of contract duration as was handed over to them at the start of operations.

6. Rights of the Operator

6.1. All the facilities may be enjoyed by the tourists/guests on chargeable basis. The operator will levy charges directly from them. Operator will be entitled to determine the charges towards the tariff, F&B services, site based activities.

6.2. Operator will be entitled to get all the revenue receipts from operations of the Eco Retreats, including sale of tent nights, restaurant, shacks, merchandise / souvenirs, water sports as applicable and feasible etc.

6.3. **Revenue Rights of Operator**:

a) **Common Revenue Entitlement (Applicable to Both Premium and VGF Modes)**:

Subject to the provisions of this RFP, the Agreement, and applicable laws, the Operator shall be entitled to collect, retain, and realise all revenues generated from the operation of the Eco Retreat at the respective Site during the Contract Period. Such revenues shall include, without limitation, revenues arising from sale of accommodation (including tent nights), food and beverage services, restaurants, bars, shacks, merchandise and souvenirs, recreational, adventure and experiential activities, land-based and water-based sports (where applicable and permitted), events, packages, and all allied or ancillary services operated at the Site.

All revenues shall be realised directly by the Operator at its own cost, risk, and responsibility, in compliance with service quality standards, safety norms, statutory requirements, pricing guidelines, and directions issued by the OTDC from time to time. The grant of revenue rights shall not be construed as conferring any ownership, leasehold, tenancy, or proprietary interest in the Site or underlying land in favour of the Operator.

The Operator must produce all the GST bills for the above activities as and when demanded by OTDC.

b) **Revenue Rights under Premium Mode**:

In Premium Mode, the Operator shall be entitled to retain all revenues generated from the Eco Retreat operations as described above, subject to payment of the Annual Premium to OTDC in accordance with the Financial Proposal and the terms of the Agreement.

The Operator shall bear the entire commercial, operational, and financial risk of the Project under Premium Mode. OTDC shall not have any claim, share, or participation in the revenues generated by the Operator, except to the extent of the Annual Premium payable, statutory dues, penalties, or recoveries, if any, as provided in the RFP or the Agreement.

c) **Revenue Rights under Viability Gap Funding (VGF) Mode**:

In VGF Mode, the Operator shall be entitled to retain all revenues generated from the Eco Retreat operations as described above, notwithstanding the receipt of Viability Gap Funding from OTDC.

The VGF payable by OTDC shall be limited strictly to the amount quoted in the Financial Proposal and shall be payable in accordance with the payment mechanism and conditions specified in this RFP and the Agreement. No portion of the revenues generated by the Operator shall be adjusted against, shared with, or reimbursed to OTDC, and the Operator shall not be required to account for revenue shortfall for the purpose of enhancing or revising VGF.

Receipt of VGF shall not confer upon OTDC any right to participate in, audit, or appropriate the commercial revenues of the Operator, save and except for verification of performance, compliance with scope of work, and admissibility of VGF claims, as expressly provided in the RFP / Agreement.

d) **No Revenue Guarantee**:

For avoidance of doubt, OTDC does not provide any assurance or guarantee regarding minimum revenue, occupancy, footfall, or commercial viability of the Eco Retreat under either Premium Mode or VGF Mode. The Operator shall be solely responsible for promotion, marketing, pricing strategy, and optimisation of revenues in accordance with the RFP and the approved project concept.

6.4. Operator may sub-let facilities such as operation of F&B, shacks, other recreational activities, safety and security, sanitation, supplies or other similar activities in order to meet the requirements under this RFP. However, the service levels, especially of the restaurant shall be at least of 3 Star Category Hotel or equivalent.

6.5. Operator will **not** be allowed to sub-let the activities - Room Service, House Keeping, Front Office, other similar facilities as prescribed in this RFP.

7. Premium / Viability Gap Funding (VGF)

7.1. Mode of Financial Bid:

7.1.1. The financial offer for proposed Site shall be submitted by the Bidder separately in the prescribed Financial Proposal format. For each Site and each Contract Year, the Bidder shall quote either:

a) Annual Premium payable by the Operator to OTDC; or

b) Annual Viability Gap Funding (VGF) sought by the Operator from OTDC.

7.1.2. The Premium / VGF quoted by the Bidder shall be inclusive of all costs, expenses, risks, obligations, overheads and margins required for setting up, operating, maintaining, managing, marketing, dismantling and clearing the Eco Retreat at the relevant Site in accordance with the Scope of Work, Minimum Development Obligations (MDOs), technical specifications and other provisions of this RFP.

7.1.3. The Premium / VGF shall be quoted separately for proposed Site and shall remain firm for the respective Contract Year, subject only to adjustments expressly permitted under this RFP or the Agreement and with OTDC's prior written approval.

7.1.4. For avoidance of doubt, Premium and VGF are mutually exclusive for a Site. The Operator shall either pay Premium to OTDC or receive VGF from OTDC for a particular Site and Contract Year, as applicable pursuant to its accepted Financial Proposal and the terms of the Agreement.

7.2. Selection Principle:

7.2.1. Preference shall first be given to responsive and technically eligible Bidders quoting Annual Premium payable to OTDC. The Bidder quoting the highest aggregate Premium for the Contract Period, or such other financial parameter as specified in the Financial Proposal and Bid Evaluation Criteria, shall ordinarily be selected as the Preferred Bidder for that Site.

7.2.2. Only in the event that no responsive and technically eligible Bidder quotes Premium for a particular Site, OTDC shall consider the responsive and technically eligible Bidders quoting VGF. In such case, the Bidder seeking the lowest aggregate VGF for the Contract Period, or such other financial parameter as specified in the Financial Proposal and Bid Evaluation Criteria, shall ordinarily be selected as the Preferred Bidder for that Site.

7.2.3. A bidder quoting both Premium and VGF for the same Contract Year, or containing any conditional financial offer, shall be liable to be rejected as non-responsive.

7.3. **If Premium has to be paid by the Operator:**

7.3.1. The total annual premium is to be paid annually in advance and shall be as per the amount quoted by the preferred Bidder in its Financial Proposal. The Annual Premium quoted by the bidder in the Financial Proposal shall be separate for each site and for the scope of work and MDO as described in this RFP.

7.3.2. The Annual Premium for the first Contract Year shall be paid within the time specified in the Letter of Award / Agreement and in any case prior to handing over of the Site or commencement of mobilisation, whichever is earlier, unless otherwise permitted in writing by OTDC.

7.3.3. For subsequent Contract Years, the Annual Premium shall be paid on or before 30th August of the corresponding year or such other date as may be specified by OTDC in writing. Guest feedback for previous year mandatorily needs to be submitted.

7.3.4. Failure to pay the Annual Premium within the stipulated period shall constitute an Operator Event of Default. In such event, OTDC may, without prejudice to its other rights under the RFP / Agreement:

a) levy interest / penal charges, if specified in the Agreement;
b) suspend handing over of the Site or commencement of operations;
c) terminate the Agreement after issuing notice as per the Agreement;
d) forfeit or invoke the Performance Security; and/or
e) require the Operator to vacate and hand over the Site in accordance with the handover provisions of the Agreement.

7.3.5. The Operator shall not be entitled to adjust, set-off or withhold any Premium payable to OTDC against any alleged claim, loss, expenditure, revenue shortfall, Force Majeure claim or other amount, except where expressly approved in writing by OTDC or provided under the Agreement.

7.4. **If OTDC has to pay the VGF:**

7.4.1. Where the selected Operator has quoted VGF for a Site, OTDC shall pay the Annual VGF to the Operator annually at the end of the relevant Contract Year / Annual Operation Period, subject to the Operator satisfactorily completing the required annual operations and complying with the Scope of Work, MDOs, service standards, statutory requirements & dues and other obligations under this RFP and the Agreement.

7.4.2. Payment of VGF shall be subject to submission by the Operator of:

a) invoice / claim in the prescribed format;
b) annual completion report (for the minimum annual operating period);
c) compliance certificate regarding fulfilment of Scope of Work and MDOs;
d) proof of statutory compliances, licences and approvals, wherever applicable;
e) site operation records, guest feedback records and supporting documents as may be required by OTDC; and
f) certification / verification by OTDC or its authorised representative.

7.4.3. OTDC may withhold, deduct or adjust from the VGF any amount payable by the Operator towards penalties, liquidated damages, recoveries, electricity and water charges, statutory liabilities, damages to site, non-compliance with MDOs, or any other dues recoverable under the RFP / Agreement.

7.4.4. The VGF quoted by the Operator shall be the maximum annual financial support payable by OTDC for the relevant Site, minimum annual operating period and for the Contract Year. The Operator shall not be entitled to any additional VGF, compensation, reimbursement, escalation, loss of profit, revenue shortfall support or other financial claim, except as expressly provided in this RFP / Agreement.

7.4.5. Payment of VGF shall not be construed as providing any revenue guarantee, occupancy guarantee, footfall guarantee or commercial viability assurance by OTDC. The Operator shall remain solely responsible for commercial performance, pricing, marketing, occupancy, operations and revenue generation of the Eco Retreat.

7.5. Taxes, Duties and Statutory Dues:

7.5.1. The Premium / VGF quoted shall be exclusive of GST, unless otherwise specifically provided in the Financial Proposal format.

7.5.2. GST and other applicable taxes shall be dealt with in accordance with applicable law.

7.5.3. All taxes, duties, levies, fees, cess, charges, licence fees, statutory payments and other dues arising out of or in connection with the setting up, operation, maintenance, management, marketing, dismantling and clearing of the Eco Retreat shall be borne by the Operator, unless expressly stated otherwise in this RFP.

7.6. Additional Tents Required by OTDC:

7.6.1. If OTDC requires the Operator to erect additional tents over and above the number specified in the approved MDO for a Site, the financial adjustment shall be made on a pro-rata basis on mutual agreement, subject to prior written approval of OTDC, on approved BOQ.

7.6.2. In Premium Mode, where additional tents are erected pursuant to OTDC's written requirement, the Annual Premium payable by the Operator to OTDC shall be increased on a pro-rata basis on mutual agreement, calculated with reference to:

a) the number of additional tents;
b) the approved tent category;
c) the applicable Annual Premium quoted for Satkosia site and Contract Year; and
d) the actual number of operational days for which such additional tents are made available.

7.6.3. In VGF Mode, where additional tents are erected pursuant to OTDC's written requirement, the additional VGF, if any, payable to the Operator shall be calculated on a pro-rata basis on mutual agreement with reference to:

a) the number of additional tents;
b) the approved tent category;
c) the applicable Annual VGF quoted for the Satkosia Site and Contract Year; and
d) the actual number of operational days for which such additional tents are made available.

7.6.4. No additional payment, adjustment, reimbursement or Premium reduction shall be admissible for any additional tents, facilities, services, structures or activities introduced by the Operator voluntarily or for its commercial benefit, unless such addition has been specifically directed and approved in writing by OTDC.

7.7. The Premium / VGF quoted by the Operator shall remain firm and binding for the relevant Contract Year and shall not be subject to escalation on account of increase in input costs, manpower costs, fuel prices, transportation costs, inflation, statutory costs, market conditions, occupancy levels or any other reason, unless expressly provided in the RFP / Agreement or approved by OTDC in writing.

7.8. The determination by OTDC regarding the applicability of Premium Mode or VGF Mode, admissibility of VGF, amount of Premium payable, amount of VGF payable, pro-rata adjustment, deductions, recoveries, penalties and compliance with MDOs shall be final and binding, subject to the dispute resolution provisions of the Agreement.

8. Interruption / Suspension of Eco Retreat Operations During Annual Operating Period

In the event the operations of an Eco Retreat at any Site are interrupted, suspended, curtailed, or discontinued (due to any reason beyond the control of OTDC) after commencement of operations and before completion of the Scheduled Annual Operation Duration, the payment terms applicable to the Operator shall be governed in accordance with the following provisions:

14.1. **Definition of Interruption Event**:
For the purpose of this Clause, an “Interruption Event” shall mean any event or circumstance occurring after commencement of operations at the Site, by reason of which the Eco Retreat is required to be wholly or partly suspended, closed, curtailed, or discontinued for one or more days. Such Interruption Event may arise due to Force Majeure, natural calamity, law and order issues, directions of Government / statutory authorities, public safety concerns, site-related constraints, or any other reason as determined by OTDC.

14.2. **Submission of Annual Cost Statement**:

14.2.1. The selected Operator shall submit to OTDC, for each Contract Year, Annual Cost Statement (aligned with the BOQ) at least 30 (thirty) days prior to the scheduled commencement of the annual operating season. The Annual cost statement for each year has to be approved by OTDC.

14.2.2. The Annual Cost Statement shall mandatorily bifurcate the total annual quoted amount for the Eco Retreat, Satkosia and Year under the following heads:

a) Mobilisation Costs and Set-up – maximum 10% of the Annual Cost Statement;
b) Capex – maximum of 35% of the Annual Cost Statement;
c) Statutory / Compliance Costs – as per actuals (not exceeding 5% of the total annual cost); and
d) Operating Costs – minimum 50% of the Annual cost statement.

14.2.3. The sum of the above four heads shall be equal to 100% of the Annual Cost Statement Amount.

14.2.4. Any claim by the Operator arising out of interruption, suspension, curtailment, or discontinuance of operations shall be considered only with reference to the approved Annual Cost Statement for that Year.

14.2.5. OTDC may, within 07 (seven) days of receipt of the Annual Cost Statement, seek clarification and/or require revision. In the absence of any written objection within such period, the same shall be deemed to have been provisionally accepted for the limited purpose of claim assessment.

14.3. **Payment Terms Where Interruption Event Not Attributable to the Operator**:
Where the Interruption Event occurs due to reasons not attributable to the Operator, including but not limited to Force Majeure, administrative directions, statutory restrictions, site unsuitability, natural causes, or public safety reasons, the following shall apply:

14.3.1. **Reimbursement**:

a) **Interruption before opening to guests for 1st Year of Operations**:

If the Interruption Event occurs after mobilisation has commenced but before opening to guests, the Operator shall be entitled to the following:

i. 100% of verified Mobilisation and Set-up costs, subject to the approved cap under Clause 14.2; and
ii. 100% of verified Statutory / Compliance Costs actually paid, subject to the approved cap under Clause 14.2; and
iii. 15% Operating Cost, except for operating expenditure specifically directed in writing by OTDC for preservation, security, or orderly demobilisation.

Provided that the total payment under this sub-clause shall not exceed 30% of the Annual Cost Statement for that Year.

b) **Interruption after opening to guests for 1st Year of Operations (only if the period of operations is less than 50% of minimum annual operating period)**:

A. If the Interruption Event occurs after commencement of guest operations, the Operator shall be entitled to:

i. 80% of verified Set-up / Mobilisation Costs, subject to the approved cap under Clause 14.2;
ii. 100% of verified Statutory / Compliance Costs actually paid, subject to the approved cap under Clause 14.2; and
iii. Operating Cost to be paid on pro-rata basis as per the cost provided in Clause 14.2, calculated as follows:
Admissible Operating Cost = Approved Annual Operating Cost × (Actual Operational Days / Scheduled Annual Operation Duration)

Provided that the total payment under this sub-clause shall not exceed 50% of the Annual Cost Statement for that Year.

c) For subsequent years, in addition to the above-mentioned reimbursements, the operator shall get only the depreciation amount on capex as per IT Act for the year under consideration.

Note: OTDC shall constitute a committee for applicability and process of disbursal of such reimbursements and the decision of the committee will be final and binding.

9. Warranties & Intellectual Property Rights (IPR)

Intellectual property rights of the Brand Name, Property Name, website created by the operator for online booking and promotion, or anything developed by the operator specifically and exclusively for the Eco Retreat and OTDC and based on the information or data owned by OTDC, shall rest with OTDC.

10. Force Majeure

a) Neither the Operator nor OTDC shall be liable to the other for any loss, damage, delay, or failure in performance of its obligations under this RFP or the Agreement, to the extent that such performance is prevented, hindered, delayed, or rendered impossible due to the occurrence of a **Force Majeure Event**, which could not have been foreseen, avoided, or overcome by the exercise of reasonable diligence by a prudent person.

b) For the purposes of this Clause, **“Force Majeure Event”** shall include, but not be limited to, acts of God such as unprecedented flood, cyclone, storm, tsunami, earthquake, epidemic, pandemic, volcanic eruption, or other convulsions of nature; acts of war (whether declared or undeclared), invasion, hostilities, war-like operations, rebellion, insurrection, acts of terrorism, or military action; which directly impacts or prevents the execution or continuance of the Project or performance of the obligations under this RFP or the Agreement.

c) The affected Party shall promptly notify the other Party in writing of the occurrence of such Force Majeure Event and the extent to which performance is affected. During the continuance of the Force Majeure Event, the obligations of the affected Party shall stand suspended to the extent impacted by such event, without entitling either Party to claim compensation, damages, or loss of profit from the other.

d) Upon cessation of the Force Majeure Event, the Parties shall resume performance of their respective obligations, subject to such reasonable adjustments, extensions, or modifications as may be mutually agreed or as provided in the RFP / Agreement.

e) For avoidance of doubt, the occurrence of a Force Majeure Event shall not automatically entitle the Operator to full Annual VGF or refund of Annual Premium. Any payment, refund, adjustment, or carry-forward shall be determined strictly in accordance with the nature and duration of the interruption, actual operations completed, admissible costs incurred, and other parameters set.

11. Termination of the Contract

10.1. In case of deficiency or non-fulfilment of obligations as per the scope of work, OTDC shall serve a notice to the concerned operator to rectify/fulfil the obligations within a period 3 days to cure the defect, failing which OTDC shall be at the liberty to terminate the agreement and execute the work through any other agency at the cost of the operator.

10.2. OTDC reserves the right to terminate the agreement in case of deficiency in services or poor performance of the operator at any point of time or any other reason at the discretion of OTDC. For this, OTDC shall intimate the operator by 30th June of corresponding year. In this respect, the view of OTDC about the performance is final and binding.

10.3. Any change in specification envisaged by OTDC for the year shall be communicated to the operator by 30th June of corresponding year.

10.4. OTDC reserves the right to drop any location during the contract period at no cost to OTDC, with prior intimation to the Operator, by 15th July of every year, which may necessitate termination.

12. Penalty

12.1 Failure in fulfilment of performance as indicated in scope of work above shall warrant the following:

12.1.1 Forfeiture of Performance Bank Guarantee in case of failure to successfully perform/ complete the deliverables as per the MDO and/ or in case of any midway unilateral withdrawal from the contract.

12.1.2 Bidder shall be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with Department of Tourism, Government of Odisha for a period of 3 years.

12.2 On account of circumstances beyond the control of the operator like natural calamities and any other unforeseen events and upon formal notification by the appropriate authority, OTDC may give extended time to the operator to complete the activities and in such a case will not hold up the payment that is due for that particular stage.

13. Brief Description of The Selection Process

a) OTDC has adopted an online, two-stage selection process through the Odisha e-procurement portal for selection of the Preferred Bidder for Eco Retreat, Satkosia. The first stage, namely the “Qualification and Technical Proposal Stage,” shall comprise examination of the responsiveness of the Bid, verification of the Bidder’s eligibility and qualification, and evaluation of the Technical Proposal, including the site-specific proposal and technical presentation, wherever applicable, in accordance with the provisions of this RFP.

b) Upon completion of the Qualification and Technical Proposal Stage, OTDC shall declare, the Bidders that have satisfied the prescribed eligibility, qualification, responsiveness and minimum technical requirements as “Technically Qualified Bidders.” Only the Financial Proposals submitted by Technically Qualified Bidders for the Eco Retreat, Satkosia shall be eligible to be opened and evaluated during the second stage, namely the “Financial Proposal Stage.” The Financial Proposals of Bidders that are not declared Technically Qualified for Eco Retreat, Satkosia shall not be opened and shall be dealt with in accordance with the applicable e-procurement procedures.

c) The Technical Proposal and the Financial Proposal shall be submitted online through the designated e-procurement portal in their respective electronic covers and in the manner prescribed in this RFP. A Financial Proposal uploaded in the Technical Proposal cover, or any disclosure of the financial quotation in the Technical Proposal, shall render the Bid liable for rejection. The Financial Proposals of the Technically Qualified Bidders shall be opened electronically on the date and time notified by OTDC through the e-procurement portal.

d) Financial evaluation shall be undertaken separately. Where one or more Technically Qualified Bidders offer a Premium payable to OTDC / VGF sought from OTDC for a Site, the Bidder offering the Highest Premium / lowest VGF, determined in accordance with the financial-evaluation methodology specified in this RFP, shall be ranked first and declared the Preferred Bidder for Eco Retreat, Satkosia.

e) Where no Technically Qualified Bidder offers a Premium for Eco Retreat, Satkosia, the Financial Proposals seeking VGF shall be evaluated, and the Bidder seeking the Lowest VGF, determined in accordance with the financial-evaluation methodology specified in this RFP, shall be ranked first and declared the Preferred Bidder for Eco Retreat, Satkosia. The quoted Premium and VGF shall be mutually exclusive, and a Bidder shall not quote both a Premium and VGF for the same Site.

f) In the event of a tie between two or more Technically Qualified Bidders, the tie shall be resolved in accordance with the tie-breaking procedure specified in this RFP.

g) The declaration of a Bidder as the Preferred Bidder shall not, by itself, create any contractual right in favour of such Bidder. The Preferred Bidder shall be declared the Successful Bidder only upon fulfilment of the conditions precedent to award, including submission of the required Performance Security, acceptance of the Letter of Award and execution of the Agreement within the prescribed period.

h) OTDC reserves the right to accept or reject any Bid, annul the selection process, or modify the procurement schedule in accordance with the provisions of this RFP and applicable law. Any such action shall be recorded and communicated in the manner prescribed under the RFP.

14. General Terms of Bidding

a) All documents submitted by the Applicant(s) will be treated as confidential.

b) Authority reserves the right to accept or reject any or all bids, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the Bidder(s). Authority also reserves the right not to award or enter into any contract or agreement with any Bidder(s) and may terminate the procurement process at any time without thereby incurring any liability to any Bidder.

c) Failure by any Bidder(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Bidder's proposal in its entirety.

d) Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its Contract at any stage.

e) A recommendation for award of Contract will be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm ineligible, either indefinitely or for a stated period of time and will be blacklisted.

15. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

16. General Eligibility Criteria

a) The Bidder/operator must only be a company/ firm registered under the Companies Act, 2013 or a Limited Liability Partnership registered under the LLP Act, 2008. No other legal entities are allowed to bid. The Bidder/operator must submit a Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, Udyog Aadhar, etc.).

b) Indian subsidiary of any foreign company registered under the applicable Indian laws fulfilling eligibility conditions are also eligible to participate.

c) In case of Consortium, the Lead Partner shall have to satisfy at least 70% of the technical and financial eligibility criteria.

d) Bidders/ prospective bidders convicted by any court of law OR bidder who have been blacklisted by any State / Central Govt. OR who have criminal cases pending adjudication before any Court of law against them; and/or whose contracts have been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions, either prior to or subsequent to bid finalization by Central Govt or any State Govt or any Govt agency/ies in past 5 years (from the date of publication of this RFP) shall not be eligible.

e) 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.

17. Technical Eligibility Criteria

The bidder must have successfully implemented at least 04 (four) similar project of at least 25 luxury air-conditioned tented accommodation each with project cost of minimum INR 4.0 Crore each during the last 5 years, preceding the proposal submission due date.

Note:

a) Documentary proof (copy of Agreement / Work Order / Completion Certificate etc. of related projects) with project citation to substantiate the claims.

17.1 Financial Eligibility Criteria

The minimum average annual turnover for last 3 years ending 31 March 2025 of the bidder should be as below:

Table 3: Financial Eligibility: Minimum Average Annual Turnover for last 3 years and Net worth as on 31st March 2025

Site No.	Destination	Minimum Average Annual Turnover (INR Crores)	Minimum Net worth (INR Crores)
Site-7	Satkosia	15	2

Note:

a) Bidders must carefully read the conditions of eligibility (technical and financial) as given above. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

b) Bidders have to submit CA certified Audited balance Sheet, Profit & Loss Account, Annual Average Turnover and Net worth certificate.

c) A bidder is allowed to bid for one of more site, provided the bidder satisfies the eligibility criteria prescribed. The sequence of opening the financial bids and computation of the final scores will be from Site 1 to Site 10. Once a bidder is allotted project for Site 1, the Net worth of that bidder will be reduced by the amount equal to the Net worth prescribed for the said site.

18. Methodology of Bid Evaluation

a) Opening & Evaluation of Bids: The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

b) Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.

c) Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Bid Processing Fee.

d) If the EMD/Bid Processing Fee furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.

e) Test of Responsiveness: Prior to evaluation of Bids, the Authority (OTDC) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if;

   I. it is received in as per the formats provided in the RFP.
   II. it is received by the Bid due date including any extension thereof.
   III. it is duly signed and marked as stipulated in the RFP.
   IV. it is accompanied by EMD & Bid Processing Fee as stipulated specified in this RFP.
   V. it is accompanied by the Power of Attorney as specified in the RFP.
   VI. it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified).
   VII. it contains the work order/agreement to substantiate project credentials / work experience.
   VIII. it contains certificates from its statutory auditors in the formats as specified.

f) The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

g) If the Technical Bid of any Bidder is not substantially responsive, the Bid of such bidder will be rejected by the Authority and the bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.

h) **Evaluation of Technical Bid:** only those Technical Bids which are found to be responsive to the requirements of the RFP as specified would be opened for the evaluation of their Technical Bids for the bidding process. Provided, the bidder fulfils the eligibility criteria, their technical assessment will be done. After detailed evaluation of above details, as per marking system, OTDC shall shortlist the bidder securing **70 or more marks**. Such bidder shall be called "Technically Eligible Bidder" and shall be selected for financial bid evaluation process. Technical Evaluation Criteria are given in the following table:

Table 4: Technical evaluation

Sl.	Description	Requirements	Marks
A	**Bid Evaluation Criteria**		**70**
	Sectoral & financial capabilities	a) The bidder should have an average annual turnover of INR 15 (fifty) Crore - 10 marks For each additional INR 01 Crore – 1 mark (subject to maximum 10 marks).	20
		b) The bidder must have successfully implemented at least 04 (four) similar project of at least 25 luxury air-conditioned tented accommodation with project cost of minimum INR 04 (four) Crore in last 05 (five) years - 20 marks For each additional similar project – 5 marks (subject to maximum 20 marks).	40
		c) The bidder must have net worth not less than INR 2 (two) Cr. – 5 Marks. For each additional INR 0.5 Cr. – 1 mark (subject to maximum 5 marks).	10

Marking on Technical Presentation would be as below:

B. Presentation on proposal for each site			30
a)	Concept and Design	Draft layout, drawing, design & 3-D views Note: Operator shall visit the proposed site(s) and submit their plan / conceptual design, as applicable	10
b)	Innovative ideas for better tourist experience	The bidder shall propose unique features in the project that shall enhance the overall tourist experience	10
c)	Marketing Strategy	The bidder shall propose a comprehensive marketing plan for the event.	5
d)	Safety Plan	Proposed safety plan and measures at the site	5
A + B		**Total Marks**	**100**

i) **Stage 2-Evaluation of Financial Proposal**: Financial Proposal will be opened for “Technically Eligible Bidders” as defined at the above Clause. The evaluation criteria for Financial Proposal shall be based on Highest Premium (H1 bidder) for 5 years, to be paid to the authority. In case there is no bidder offering premium, then Minimum VGF (L1 bidder) sought (for 5 years) from the authority will be criteria for selection.

j) The Tender Committee constituted by OTDC shall evaluate the Financial Proposal for each Site by calculating the **Net Financial Amount** for the entire Contract Period. For this purpose, the Premium offered by the Bidder for each Contract Year shall be treated as a **positive value (+)**, and the Viability Gap Funding ("VGF") sought by the Bidder for each Contract Year shall be treated as a **negative value (−)**. The Net Financial Amount shall be determined by the arithmetic summation of the Premium offered and/or VGF sought for all Contract Years, in accordance with the following formula:

k) **Net Financial Amount (NF) = Σ Premium offered for all Contract Years (PO) − Σ Viability Gap Funding (VGF) sought for all Contract Years**

19. Opening of Financial Bids

a) The Authority will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfil the qualification criteria as detailed out in the RFP.

b) The Bidders or their representatives who are present shall sign attendance sheet evidencing their presence.

20. Examination of Financial Bids

a. OTDC will determine responsiveness of each Financial Bid in accordance with the price quoted.

b. A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

c. If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by OTDC and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

21. Correction of Errors

Financial Bids determined to be substantially responsive will be checked by OTDC for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

a. Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy

b. The amount stated in the Financial Bid will be adjusted by OTDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

22. Selection of Bidder

a) Subject to the provisions of the RFP, the Bidder whose Bid is adjudged as responsive and who quotes the Highest Premium to be paid to the Authority or who has sought Lowest

VGF, in case there is no bidder offering Premium, shall ordinarily be declared as the "Selected Bidder". In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

b) In the event that two or more Technically Eligible Bidders quote the same amount of Highest Premium payable to OTDC or the same amount of Lowest VGF sought from OTDC for the Eco Retreat, Satkosia, such Bidders shall be treated as "Tie Bidders". OTDC shall declare the Tie Bidder having the higher Technical Score for the Eco Retreat, Satkosia as the Preferred Bidder. For this purpose, Technical Score shall mean the total score awarded to the Bidder during technical evaluation, including the score awarded for technical presentation. The decision of OTDC in this regard shall be final and binding.

c) In the event as specified in clause (b) above, if Tie bidders have score same technical score for Eco Retreat, Satkosia, the Preferred Bidder shall be selected through a draw of lots conducted by OTDC in the presence of the authorised representatives of such Tie Bidders. OTDC shall provide reasonable prior notice of the date, time and venue of the draw to the concerned Tie Bidders. The proceedings of the draw shall be duly recorded, and the outcome thereof shall be final and binding upon all the concerned Tie Bidders.

d) After selection, a Letter of Award (the "LOA") shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA. In such case, the Authority may cancel the award and declare the next-ranked eligible Bidder for the Eco Retreat, Satkosia as the Preferred Bidder, i.e., the Bidder quoting the next highest Premium in Premium Mode or the next lowest VGF in VGF Mode, subject to fulfilment of the requirements of the RFP.

e) The preferred bidder shall be liable to fulfil the following obligations as a precondition of signing of Agreement:

    I. **In case Bidder offering Premium** – In case of Premium Mode, the Preferred Bidder shall pay the Annual Premium for the first Contract Year in advance, within the time specified in the Letter of Award or as directed by OTDC, and in any case prior to execution of the Agreement / handing over of the Site / commencement of mobilisation, whichever is earlier.

    II. **In case Bidder asking for VGF** - In case of VGF Mode, no advance VGF shall be payable by OTDC. The Annual VGF shall be payable only after completion of the annual operation period, subject to satisfactory fulfilment of the Scope of Work, Minimum Development Obligations and other contractual obligations, submission of valid bills / invoices and supporting documents by the Operator, and verification / certification by OTDC or its authorised representative.

f) After acknowledgement of the LOA as aforesaid by the preferred bidder, OTDC and preferred bidder shall enter into an agreement within the period prescribed.

23. Clarification of Bids

a) To assist in the examination, evaluation and comparison of Bids, OTDC may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by OTDC and the response by Bidder shall be in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by OTDC in the evaluation of the Bids.

b) Subject to Sub Clause in the RFP, no Bidders shall contact OTDC on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

24. Process to be Confidential

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and /or the Authority or as may be required by law or in connection with any legal process.

25. Bid Processing Fee

Non-refundable bid processing fee to be paid online **INR 11,800/- (Indian Rupees Eleven Thousand Eight Hundred only)** for which the bidder intends to bid is to be furnished by the bidder along with the Technical Proposal. Proposals without bid processing fee shall be rejected.

26. Earnest Money Deposit (EMD)

The Proposal shall be accompanied with refundable Earnest Money Deposit (EMD) of **INR 5,00,000/- (Indian Rupees Five Lakh only)** for which the bidder intends to bid is to be paid online. 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 OTDC is allowed. Unsuccessful bidder’s EMD will be discharged/ returned within 45 days from the date of execution of the agreement between OTDC and the preferred bidder. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately upon execution of the agreement with OTDC. The EMD may 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

27. Validity of Bid

Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the last date of submission of bid or till the date of signing of the agreement with the preferred bidder, whichever is later. On request from OTDC, the bidders would be required to extend the validity of the bids/proposal on the same terms and conditions. A proposal valid for a shorter period shall be rejected as non-responsive.

28. Currencies of Bid & Payment

The prices shall be quoted by the bidder in Indian Rupees only.

29. Disputes

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

30. Addendum / Corrigendum / Notice

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

Bidders are advised to periodically check for notices, addendum and corrigendum issued in relation to the RFP. Any Addendum / Corrigendum / Notice etc. for this assignment issued by OTDC will be published only on Odisha e-procurement portal.

https://tendersodisha.gov.in/nicgep/app

31. Acknowledgment by Bidder

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

a) made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism

b) received all relevant information requested from OTDC

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of OTDC

d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;

e) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

32. Right to Reject Any or All Proposals

i. Notwithstanding anything contained in this RFP, OTDC reserves the right, at any time and without assigning any reason, to accept or reject any Proposal, annul the Bidding Process, reject all Proposals, or amend, modify, suspend, withdraw or cancel the RFP or any part thereof, without incurring any liability or obligation to any Bidder or prospective Bidder.

ii. OTDC may reject any Proposal, without limitation, if the Proposal is non-responsive, incomplete, conditional or ambiguous; if the Bidder fails to submit required information or clarification; if any material misrepresentation, suppression of facts, false statement or forged document is discovered; if the Bidder is found ineligible; if a conflict of interest is identified; or if the Bidder has engaged in any corrupt, fraudulent, collusive, coercive, restrictive or undesirable practice.

iii. The decision of OTDC in this regard shall be final and binding. No Bidder shall have any claim against OTDC for costs incurred, loss of opportunity, loss of profit, damages or any other compensation arising out of rejection of its Proposal or cancellation, annulment, withdrawal, modification or suspension of the Bidding Process, subject to applicable law.

33. Interpretation

In case of any ambiguity in the interpretation of the conditions of the RFP, the interpretation of the Managing Director, OTDC will be final and binding on the parties to the conditions of selection.

34. Proprietary Data

All documents and other information provided by any bidder to OTDC shall remain or become the property of OTDC. The bidder 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, analysed, processed or in whatever manner provided by the Bidder to OTDC in relation to the Service shall be the property of OTDC.

35. Submission of Queries

Bidders may send their queries in writing to info@odishatourism.gov.in , se.otdc@gmail.com during the period as mentioned in the RFP Schedule (Table 1) of this document. All the Bidders will be sent clarification to their queries received within the stipulated date. The queries received after the prescribed date will not be entertained by OTDC.

36. 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.

37. Procedure to Participate in Online Bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying

Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

Contractor not regisertered with Government of Odisha, can participate in the e-procurement after necessary enrolement in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.

a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

b. The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.inwill appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.

c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify quarries related to the tender.

1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer, OTDC Ltd. and Superintending Engineer, OTDC Ltd. as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited / Action will be taken as per Bid Security Declaration in Schedule-K vide F.D O.M No.8943 dtd.18.03.2021.

1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website https://tendersodisha.gov.in , notice board and through paper publication and such notice shall form part of the bidding documents.

1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 Deleted.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "***Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids***".

3. FORMAT AND SIGNING OF BID: (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so, desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS: -

3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.

3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

3.8. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.

3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.

3.12. The bidder should check the system generated confirmation statement on the status of the submission.

3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

3.17. The 'Online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS:

5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS:

5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.

5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS:

6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS:

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the “Bid” shall be that in which they appear in the “Invitation for Bid”.

8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5. In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit

on submission of bids

1. The State Government have formulated rules and procedures for electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases. The process outlines as well as accounting and reporting structure are indicated below:

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

a) Log on to e-Procurement Portal: The bidders have to log onto **the** Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options

i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **'Bid** ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

a) Cost of Tender Paper: In respect of Government receipts on account of **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidder's accounts as per direction received from TIA through e-procurement system.

NOTE:

a) Technical and Financial Proposal shall be submitted separately as per the RFP.
b) The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by OTDC to the eligible bidders.
c) Bidders are advised to prepare their documents with proper sequence and indexing without which the bid shall be considered non-responsive.
d) Technical proposal should not contain the financial proposal or any information related to financial proposal. Otherwise, the bid will be summarily rejected.

38. Amendment / Modification

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

39. Language

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

40. Late Submission

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

41. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

42. Consortium

Bidders are allowed to form consortium for participating in the bid

a) The number of members in a consortium can be a maximum of 2 (two) including the Lead Member.

b) The Proposal should contain all and every information required for each member of the Consortium.
c) The parties to a Consortium shall be required to form a Special Purpose Company (the “SPC”), incorporated under the Indian Companies Act, 2013, in due course. The SPC shall sign the Agreement with the OTDC.
d) The Members of the Consortium shall nominate one member as the “Lead Member” who shall be the point of contact throughout the Bidding Process.
e) The Lead Member shall have an equity share of at least 51% (fifty-one per cent) in the SPC from the date of signing the Agreement. The nomination(s) shall be supported by a Power of Attorney signed by all the other members of the Consortium.
f) The Bidder should include a brief description of the roles and responsibilities of individual consortium members with reference to the requirements under this RFP.
g) A member of a Consortium cannot be a member of any other Consortium bidding for the same site. Members of the Consortium shall enter into a binding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid. A copy of the Joint Bidding Agreement should be submitted along with the Proposal.

43. Modifications and Withdrawal of Proposals

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

44. Performance Bank Security (PBG) and Agreement

OTDC shall issue a Letter of Award (LoA) along with the Draft Agreement to the selected bidder post opening of the financial proposals. Within 15 days of issuance of LoA, the selected bidder is required to submit a Performance Security in the form of an irrevocable and unconditional Bank Guarantee from a Scheduled Commercial Bank in favour of ‘**Managing Director, OTDC’** prior to the signing of the Agreement. The Performance Security shall be for an amount as detailed in table below. Performance security shall be applicable as per the relevant notifications of Government of India/ Government of Odisha at the time of signing the agreement.

The performance security should be valid for a period of 05 years plus 45 days from the date of signing of agreement.

Site	**Site Location**	**Amount of PBG (in INR)**
Site-7	Satkosia	25,00,000/-

The performance security shall be forfeited at the sole discretion of OTDC towards any liquidated damages, non-performance of the operator, withdrawal from the project before the expiry of contract duration of the entire project (05 years) or any other charges that may be payable by the selected operator, under the Terms and conditions of RFP and the Agreement.

Annexures

Annexure-I: Cover Letter

(On the Letterhead of the bidder)

To, **Date: _______**

Managing Director
Odisha Tourism Development Corporation (OTDC) Ltd.
Panthanivas Old Block, Lewis Road,
Bhubaneswar–751 014

Ref: Request for Proposal for Selection of agency(s) for setup, operation and management of Eco Retreats (Glamping) at Eco Retreat, Satkosia in Odisha through Premium / Viability Gap Funding (VGF) mode for a period of 05 Years (2026-27 to 2030-2031)

Sub: Selection of agency(s) for setup, operation and management of Eco Retreats (Glamping) at Eco Retreat, Satkosia in Odisha through Premium / Viability Gap Funding (VGF) mode for a period of 05 Years (2026-27 to 2030-2031) at ____________________ (*mention the Site*)

1. With reference to your RFP document no. _____, dated _____, I/We, having examined the RFP Documents and understood their contents, hereby submit my / our proposal for the subject RFP. The Proposal is unconditional and unqualified.

2. I/We 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 Operator for the design and execution of the aforesaid Eco Retreat Glamping Event.

4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.

5. I/We 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/We 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/We declare that:

(a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum (if any) issued by the Authority; and

(b) I/We 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/We 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/We shall continue to abide by them.

8. I/We 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/We certify that, 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 Eco Retreat Event or which relates to a grave offence that outrages the moral sense of the community.

10. I/We 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/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

12. I/We 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 event of me / us being declared as the Selected Bidder, I / we agree to enter into a Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I/We 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/We offer a Bid Processing Fee of Rs. _______/- (Rupees ________________ Only) and EMD of Rs. _______/- (Rupees ________________ Only) to the Authority in accordance with the RFP Document for Site_________ (mention the Site(s)).

16. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.

17. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Eco Retreat Glamping Event is not awarded to me/us or our Proposal is not opened or rejected.

18. The Financial Proposal (Premium/VGF) has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, 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/We agree and undertake to abide by all the terms and conditions of the RFP document.

20. I/We shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date specified in the RFP.

21. I/We hereby certify that we have not changed the BoQ/Specification and confirmed that any discrepancy arrive at any time, decision of Authority will be considered as final.

22. I/We hereby submit our Proposal and quote a VGF amount as indicated in Financial Proposal for undertaking the aforesaid Eco Retreat Glamping Event in accordance with the Bidding Documents and the Agreement.

23. We are bidding for the Site(s):

Site No.	Destination	District	Yes / No
Site-7	Satkosia	Cuttack	

Note:

i. “Yes” means that the bidder is bidding for that particular site
ii. “No” means that the bidder is not bidding for that particular site

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

Yours faithfully,

Date: **(Signature, name and designation**

Place: **of the Authorised signatory)**

Name & seal of Bidder (Lead Bidder in case of Consortium)

In case of Consortium:

Date: **(Signature, name and designation**

Place: **of the Authorised signatory)**

Name & seal of Bidder Consortium Member

Annexure-II: Details of the Bidder

(On the Letter Head of the Bidder)

(a) Name of the Bidder:

(b) Name of Consortium Member (only in case of bidding in Consortium):

(c) Legal Status of Bidder (Company / LLP):

(d) Registered Office Address with telephone, fax, website and email:

(e) Date of Incorporation (Please attach copy of certificate of incorporation/ registration):

(f) Name of the Authorized Signatory:

(g) Designation of Authorized Signatory:

(h) Mobile Number of Authorized Signatory:

(i) E-mail Address:

(j) Fax Number:

(k) GST Registration number:

(l) Average Annual Turnover: (In INR crores)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexure- III: Similar Nature of Projects

Sl.	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of Client	
5	Total value of work order (In Indian Rupees), as applicable	
6	Number of Tents	
7	Period of Services rendered by the Bidder (Start date and End date)	
8	Scope of Service	
9	Other Information relating to Project	
10	Nature and details of experience in similar field (Please attach relevant documentary evidence)	
11	Copy of the work order, completion certificate to be submitted	

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexure- IV: Power of Attorney

Know all men by these presents, We……………..………(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name),……………………….son / daughter / wife of……………..and presently residing at…………….., who is (presently employed with us and holding the position of……………, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "**SELECTION OF AGENCY(S) FOR SETUP, OPERATION AND MANAGEMENT OF ECO RETREATS (GLAMPING) AT ECO RETREAT, SATKOSIA IN ODISHA THROUGH PREMIUM / VIABILITY GAP FUNDING (VGF) MODE FOR A PERIOD OF 05 YEARS (2026-27 TO 2030-2031)**" (Project) proposed to be developed by the Department of Tourism including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to OTDC, presenting us in all matters before OTDC, signing and execution of all contracts including the Event Management Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with OTDC in all matters in connection with or relating to or arising out of our bid, for the said Project and / or upon award thereof, to us and / or till the execution of the Event Management Agreement with OTDC.

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

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

For

………………………………

Accepted

______________________ (signature)

(Name, Title and Address) of the Attorney

Note:

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

Annexure- V: Declaration of Non-Blacklisting & Non-Pendency of Criminal Cases

(On the Letter Head of the Bidder)

I/We Partner(s)/ Director(s) of M/s______________________________ hereby certified that, I/we M/s ____________________________________ have not blacklisted or debarred by any Ministry/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date. I/WE also declare that no criminal proceedings are pending against us by any Central / Stage Government department / enterprise / corporation in any courts in India.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected / cancelled by OTDC and EMD/PBG shall be forfeited. In addition to the above OTDC, Odisha will not be responsible to pay the bills for any completed / partially completed work.

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexure- VI: Undertaking

(On the Letter Head of the Bidder)

Date: _________

To,

Managing Director
Odisha Tourism Development Corporation (OTDC) Ltd.
Panthanivas Old Block, Lewis Road,
Bhubaneswar–751 014

Ref: Selection of agency(s) for setup, operation and management of Eco Retreats (Glamping) at Eco Retreat, Satkosia in Odisha through Premium / Viability Gap Funding (VGF) mode for a period of 05 Years (2026-27 to 2030-2031)

Dear Sir,

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

We hereby declare that we have read and understood the terms and conditions of this RFP and 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 project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the OTDC, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the OTDC in this regard.

We also commit to abide by the decision of OTDC on all matters relating to the implementation of the Project and thereafter, the operation and management of the Project.

Yours Faithfully

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

Annexure VII: Financial Details of Bidder

Name of the Bidder: ____

Sl.	Particulars	FY 2022-23	FY 2023-24	FY 2024-25
1.	Turnover (in INR Crore)			
2.	Average Annual Turnover for last 3 years (in INR Core)			
3.	Net worth as on 31.03.2025			

Note:

1. Attach certified copies of Annual Audited Balance Sheets, P&L Statement and IT Returns Certificate for the past 3 years.
2. The above data must be submitted by Bidder, duly certified by Statutory Auditor or Chartered Account.
3. In case of consortium, financial details of both the consortium members needs to be submitted.

Signed

Signature of CA / Statutory Auditors

(Name of the Authorised Signatory) (with seal & UDIN)

Place:

Date:

Annexure-VIII: Bill of Quantity / Minimum Development Obligation

Minimum Development Obligation for Site 7: Satkosia

Item no	Description	Site 7: Satkosia		
		Unit	**Qty**	**Amount (INR)**
1	Tented Accommodation: **Premium Swiss Cottage Tents** (with tropical appearance of tent) (confirming to facility of a 3-star accommodation for 150 days) - to be built over a wooden platform of at least 1 ft height. Tents shall be of temporary structure with all furniture, air-condition, carpeting, running hot water, 24-hour power supply, pedestal fan and all furnishing (confirming to facility of a 3-star accommodation) All tents shall be of size (550 sqft) including bedroom (double bed), attached bathroom (WC toilet), tea / coffee maker, toiletries, cosy sitting area and spacious front porch.	No.	20	
2	Tented Accommodation:**Deluxe Swiss Cottage Tents** (temporary structure) with air-condition, carpeting, furniture, hot running water, 24-hour power supply, pedestal fan, etc. (confirming to facility of a 3-star accommodation for 150 days) - to be built over a wooden platform of at least 1 ft height. All tents shall be of normal size (**380 sq. Ft**) including bedroom (twin bed), attached bathroom (WC toilet), toiletries and spacious front porch.	No.	30	
3	O&M of the tents including room service, housekeeping, sanitation, consumables, change of linen etc. for 150 days	No.	50	
4	**Support Personnel Accomodation**: Tented Accomodation (dormitory setup) for 5 pax with basic facilities/ amenities such single beds with basic mattresses, pedestal fans, cupboard/ almirah for storage, 2 attached toilets and 2 attached bath area for on-site stay of personnel belonging to Departments of Police, Fire, Electricity, etc.	No.	1	

Item no	Description	Site 7: Satkosia		
5	Driver/ Personal Staff Accomodation: Tented Accomodation (dormitory setup) for 10 pax with basic facilities/ amenities such single beds with basic mattresses, pedestal fans, cupboard/ almirah for storage, 3 attached toilets and 3 attached bath area.	No.	1	
6	**Air Conditioned Restaurant & Bar with facade with attached toilets (M & F):** Provide and erect braced and tied Aluminium Clear span Structure Hanger (German Hanger) with Blackout White PVC Covers and side height 4m and outer face covered with approved facade, Roof covered with fire retardant PVC Fabric cover (SRF). Interior work as per the usage and purpose of room with furnishing comparable with any 3-star restaurant with extra hand wash basin. Providing150 mm to 300 mm raised platform with 19 mm thick fire-retardant Plywood / block boards supported by wooden logs and covered with good quality of synthetic carpet. Front facade with minimum 6 mm ply fixed on wooden / steel framework and painting etc. complete. The scope shall cover to provide general lighting, fans, AC. The lights should be enough up to the satisfaction of DoT and if required extra lighting shall be done without any extra cost. The entire area should be air conditioned and temperature should be maintained between 23 to 26 degree Celsius equally distributed. Operator need to cover internal walls with using theme decorative flex with frame of height 6ft to 8ft as per requirement is a part of scope of work. All materials have to be fire-retardant material and necessary documentation evidence / certificates are to be provided. All wiring should be in rigid PVC conduit protected with ELCB & voltage stabilizer & dedicated earthing. The structure should be ready before five days of the start of the project. **Size - 15m x 20 m = 300 Sqm** **Min Pax = 50** **The cost shall include staff for operations.**	No.	1	

Item no	Description	Site 7: Satkosia		
7	**Air Conditioned Reception with facade with attached toilets (M &F)** : Provide and erect braced and tied Aluminium Clear span Structure Hanger (German Hanger) with Blackout White PVC Covers and side height 4m and outer face covered with approved facade, Roof covered with fire retardant PVC Fabric cover (SRF). Interior work as per the usage and purpose of room with furnishing comparable with any 3-star hotel lobby. Partitions shall be made in prefabricated aluminium sections (height up to 2.50m) with laminated panels with arrangements for doors, glass windows for reception area with waiting lounge and providing necessary tables, sofa, chairs, dustbins, theme, pantry and drinking water facilities, providing Porch with carpet and wooden platform and work station is a part of scope of work. Providing150 mm to 300 mm raised platform with 19 mm thick Fire-retardant Plywood/block boards supported by wooden logs and covered with good quality of synthetic carpet. Front facade with minimum 6 mm ply fixed on wooden/steel framework and painting etc. complete. The scope shall cover to provide general lighting, fans, AC. Necessary minimum 20 nos. electrical points (5/15A plug points), wall fan/ ceiling fan/ pedestal fan/ exhaust fan as per requirement, General lighting (using Tube lights/PAR lights/Metal/Halogen/CFL/LED lights, etc.) for inside Hanger. The lights should be enough up to the satisfaction of DOT and if required extra lighting shall be done without any extra cost. The entire area should be air conditioned and temperature should be maintained between 23 to 26 degree Celsius equally distributed. Operator need to cover internal walls with using theme decorative flex with frame of ht. 6ft to 8ft as per requirement is a part of scope of work. All materials have to be fire-retardant material and necessary documentation evidence/certificates are to be provided. All wiring should be in rigid PVC conduit protected with ELCB & voltage stabilizer & dedicated earthing. The structure should be ready before five days of the start of the project. **Size - 10 m x 10 m = 100 Sqm**	No.	1	
8	Kitchen Size: 150 sq.m	No.	1	
9	Fire Extinguishers 10 KG (CO2 & ABC)	No.	10	

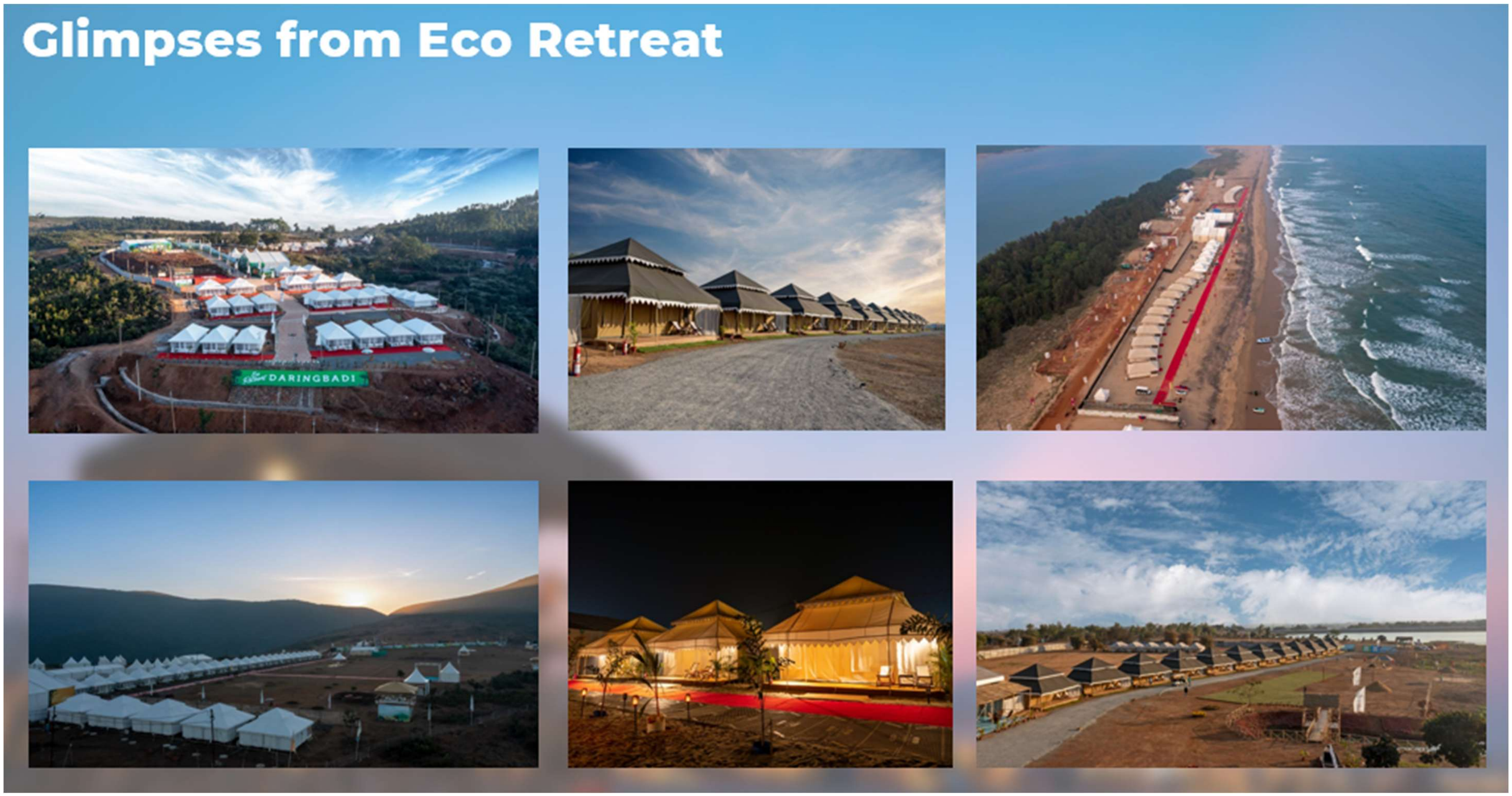
Item no	Description	Site 7: Satkosia		
10	Fire Extinguishers 5 KG (CO2 & ABC)	No.	25	
11	Operation and Management of the Restaurant, Bar & Kitchen including HR should be done by qualified persons who have handled work of similar nature, earlier. The qualified manpower should be fluent in speaking English as well as Hindi and Odia or any other regional language.	Lumpsum	1	
12	Entry Gate / Thematic craft with eco-friendly material. The height of welcome arches shall be minimum 4m to 5m providing Bamboo/MS steel structure with 10 mm to 12 mm plywood wherever required with necessary framings and bracing. Gate shall be supported on required foundations embedded to be designed by a competent structural designer or as approved by a professional advisor.	No.	1	
13	Wall Branding	Sq. Ft	8000	
14	Logistics Stalls (5mx5m) with furnishings	No.	5	
15	Horticulture (Plants & flowers)	No.	75	
16	Thematic pathway for entry (10x10m)	No.	5	
17	Synthetic Carpeting	sq.m.	2000	
18	Mesh Carpet on Ground	sq.m.	3000	
19	CCTV Camera with setup (Weekly backup data to be submitted to DoT)	No.	15	
20	Security Guards Male	No.	10	
21	Security Guards Female	No.	5	
22	Silent Generators 125 KVA	No.	2	
23	Parking Attendant	No.	2	
24	Chemical Toilet at various locations	No.	2	
25	LED Par	No.	50	
26	LED Moving Wash	No.	4	
27	Wire manager	No.	2	

Item no	Description	Site 7: Satkosia		
28	Necessary cable splitters and all supporting hardware	Lumpsum	1	
29	General Lighting with passage lighting - 150W-400W LED Flood Light (Min 300 Nos) and Decorative/Theme light along with pole, fixture, lamp, junction box etc	Lumpsum	1	
30	VIP Seating - Leather Sofa (single seater)	No.	2	
31	VIP Seating - Leather Sofa (Twin seater)	No.	4	
32	Flags	No.	75	
33	Umbrella/shade element	No.	5	
34	**Cabling behind tents:** laying of 4 core 150mm main cabling behind the tents. Putting up distribution boards and extensive cabling to be laid underground	Mtr.	300	
35	Fire alarm putting up fire alarm switch in each room & structure with hooters and main panel in reception	Lumpsum	1	
36	EPBX Setting in All Tents & other Structures	Lumpsum	1	
37	Flower setup, Bouquet and Balloon release on Inauguration day	Lumpsum	1	
38	Golf Cart and Wheelchair facilities	No.	1	
39	Wire mesh fencing	Sq. Ft	2000	
40	Ambience as per presentation, theme elements	Lumpsum	1	
41	Watch Tower (6X6 sqm) with minimum 10 ft height with furniture	No.	3	
42	Nature Guide	No.	5	
Total				

Note:

1. 'LS' in this annexure means Lumpsum Amount for that particular item.
2. All construction must be temporary in nature without any concrete structure.
3. All necessary support infrastructure including, but not limited to, drinking water facilities, sewage collection arrangements, electrical cabling inside tent city area will be arranged by Operator. It will the responsibility of successful bidder to obtain permissions from the concerned government departments, as required.
4. No sewage wastage to be disposed off in nearby area. Necessary arrangements must be made to collect sewage and dispose off at designated locations.
5. Operator must arrange sufficient capacity of diesel generators or alternate source of power generation in case of failure of electricity.
6. General facilities for all the three types of tents:
   - 6.1 A double fly ridge tent made from cotton canvas waterproof 450 GSM per square meter.
   - 6.2 Sturdy metal poles (socketed) for compact packing. Accessories shall include iron pegs, pins, hammer and ropes or any material of higher quality
   - 6.3 The quality of design, workmanship and service shall be good and consistent with international standards
   - 6.4 Defective, cracked or torn materials shall not be used
   - 6.5 All tents shall be firmly grounded and stable against wind force and dead loads, taking into account the surrounding environment. Tents shall be designed and maintained considering adverse weather conditions.
   - 6.6 Joinery and supports should be properly engineered with a good finish
   - 6.7 Water flow and pressure should be uniform in toilets of each tent
   - 6.8 All tents shall have good quality furniture, fixtures and fittings
   - 6.9 Fire safety system (fire sprinklers / extinguishers / alarms) shall be installed, as per the standards
   - 6.10 All the furniture should be firm, comfortable, traditional and meeting the functional requirements
   - 6.11 Operation and management of tents shall include room service, sanitation, consumables, change of linen, etc.
   - 6.12 Operator(s) shall provide details of infrastructures, facilities and services to be offered at all the ten (10) sites. The implementation part shall be subject to OTDC's approval.

Annexure-IX: Photographs of past Eco Retreats




Glimpses from Eco Retreat

Glimpses from Eco Retreat

Annexure-X: Pre-Bid Queries Format

Interested parties shall submit their queries in the following format

Sl. No	Clause No/ Page No	Query/ Modifications Requested	Remark/ Reason

Note:

Bidders shall submit their query or modification in soft copy to info@odishatourism.gov.in / pmu@odishatourism.gov.inon or before the pre bid query submission due date.