REQUEST FOR PROPOSAL

FOR

OPERATION & MANAGEMENT OF GEETANJALI RESTAURANT AT KONARK

RFP No. 6147 **Date: 12.10.2026**

Address:
Odisha Tourism Development Corporation Ltd (OTDC)
Panthanivas Old Block, Lewis Road, Bhubaneswar, Odisha-751014.

Website: https://otdc.odisha.gov.in / www.tendersodisha.gov.in

Email: otdcdmhs@gmail.com

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 Odisha Tourism Development Corporation Limited (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 Bidders 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 and 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 obtain independent advice from appropriate sources. The Tendering Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document. The Tendering Authority may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

Table 1: RFP Schedule

Sl. No.	Particulars	Description
1.	**Office of Issue**	Odisha Tourism Development Corporation (OTDC), on behalf of Managing Director, OTDC
2.	**Date of Issue**	12.10.2026
3.	**Site Visits**	13.10.2026 to 15.10.2026, 10:00 Hrs to 17:00 Hrs Nodal Officer: Shri Rakesh Dhar Mobile: 9776677988
4.	**Last date of receiving pre-bid queries**	22.10.2026, up to 17:00 Hrs, by e-mail to otdcdmhs@gmail.com info@odishatourism.gov.in (mention RFP / Bid ID and Site(s) in the subject line)
5.	**Pre-bid meeting**	23.10.2026, 15:30 Hrs, through Video Conferencing (link to be published on www.tendersodisha.gov.in) The link is as follows https://meet.google.com/tju-wuru-wxv
7.	**Last date and time for submission of bids**	02.11.2026, up to 17:00 Hrs
8.	**Date and time for technical bid opening**	03.11.2026, 11:30 Hrs
9.	**Date, time and venue for technical presentation and financial bid opening**	To be intimated separately to Technically Qualified Bidders
10.	**Bid Processing Fee**	INR 11,800/- (inclusive of applicable taxes), payable online (non-refundable)
11.	**Earnest Money Deposit (EMD)**	INR 1,00,000/- payable online (refundable)
12.	**Method of Selection**	Highest Upfront Payment by bidder to OTDC shall be the financial bid parameter for Award of the Rights of Operation & Management of the Project.
13.	**Proposal Validity**	120 days from the Bid Due Date
14.	**Mode of Submission**	Online, through the Odisha e-Procurement portal: https://tendersodisha.gov.in/nicgep/app

Managing Director, Odisha Tourism Development Corporation (OTDC) invites online Proposals from reputed and experienced agencies for Operation & Management of "Geetanjali Restaurant" at Konark, for a period of 03 (three) years.

Interested Bidders may download this RFP document from the tender section of the Odisha e-Procurement portal: https://tendersodisha.gov.in/nicgep/app

Interested Bidders must satisfy all eligibility criteria stated in Clause 8 (Eligibility Conditions) of this document.

Table of Contents

Contents

Table 1: RFP Schedule 3

PROCEDURE TO PARTICIPATE IN ONLINE BIDDING THROUGH E-PROCUREMENT 6

GLOSSARY 8

Schedule of RFP Process 10

1. Introduction 11

2. Scope of Work 12

2.1. Responsibility of Operator (hereinafter referred to as or “Operator” or “Bidder”) 12

3. Responsibility of OTDC 14

4. Other Terms and Conditions 14

5. No Transfer of Ownership or any other Rights 16

6. Duration of the Contract 16

7. Upfront Payment (“Upfront Fee”) and Annual Rental Fee 17

8. Eligibility Criteria: 17

9. Bid Processing Fee & Earnest Money Deposit (EMD) 18

10. Minimum Reserve Price 18

11. Performance Security 19

12. Due Diligence, Inspection, and Investigation 19

13. Validity of Proposal 19

14. Right to Reject the Proposal 19

15. Right to Cancel or Annul the RFP and Bidding Process 19

16. Interpretation 20

17. Proprietary Data 20

18. Site Visit 20

19. Pre-Bid Meeting 20

20. Amendment of RFP 20

21. Preparation and Submission of Proposal ..... **Error! Bookmark not defined.**

22. Language and Currency 21
23. Bid Evaluation Criteria 21
24. Other Terms 21
25. Award of the Project 21
26. The Selected Bidder shall be required to: 22
27. Event of Default by Operator 22
28. Disputes 22
29. Late Submission 22
30. Modification and withdrawal of Proposals/ Bids 23
Annexure-I 24
Annexure-II 27
Annexure-V 30
Annexure-VI 31
Annexure-VII 32
Annexure-VIII 33
Annexure-IX 34
Annexure-X 35
Annexure-XI 37
ANNEXURE-XII 38
ANNEXURE-XIII 39

PROCEDURE TO PARTICIPATE IN ONLINE BIDDING THROUGH E-PROCUREMENT

The Proposal shall be submitted only in online mode through the Odisha e-Procurement Portal at **https://tendersodisha.gov.in/nicgep/app** in accordance with the procedure set out below. No physical, e-mail or other mode of submission shall be accepted, except where original documents are specifically called for by OTDC for verification.

1. **Portal Registration and Digital Signature Certificate**
   The Bidder shall register on the Odisha e-Procurement Portal using an active e-mail ID and shall associate a valid Digital Signature Certificate (DSC), issued by a recognised Certifying Authority, with its portal account. The Bidder shall be solely responsible for maintaining the validity, security and confidentiality of its login credentials and DSC throughout the Bidding Process.
2. **Download and Examination of RFP Documents**
   The Bidder shall search for the relevant active tender on the Portal and download the complete RFP, Financial Proposal/BOQ and all schedules, annexures, addenda and corrigenda. Submission of a Proposal shall be deemed to confirm that the Bidder has carefully examined and accepted all such documents and requirements.
3. **Preparation and Uploading of Technical Proposal**
   The Bidder shall upload legible scanned copies of all eligibility, qualification and supporting documents specified in the RFP, in PDF or such other format and designated location as prescribed on the Portal. Every document uploaded shall be digitally signed by the authorised signatory of the Bidder. Illegible, incomplete, incorrectly uploaded or unsupported documents may render the Proposal non-responsive.
4. **Submission of Financial Proposal**
   The Financial Proposal shall be submitted only in the prescribed electronic Financial Proposal/BOQ format made available on the Portal. The Bidder shall quote the Upfront Fee only in the designated field without altering, renaming, deleting or otherwise modifying the format, formulae or contents of the electronic file. Submission of multiple or modified Financial Proposal/BOQ files may result in rejection of the Proposal.
5. **Online Payment of Bid Processing Fee and EMD**
   The Bid Processing Fee and Earnest Money Deposit shall be remitted online through the payment facility available on the Portal. The Bidder shall be able to complete submission only after the Portal records successful payment. Any pending, unsuccessful or incomplete transaction shall be treated as non-payment, and OTDC shall not be responsible for any banking, network or payment-gateway failure.
6. **Submission and Acknowledgement**
   After uploading all required documents and completing the prescribed payments, the Bidder shall digitally sign and freeze/submit the Proposal before the Proposal Due Date and Time. The Bidder shall retain the system-generated acknowledgement and Bid ID as proof of successful submission. Merely uploading documents or initiating payment without completing the final submission process shall not constitute a valid Proposal.
7. **Deadline and Server Time**
   The server date and time displayed on the Portal shall be final and binding for determining timely submission. The Portal shall not accept any Proposal after the Proposal Due Date and Time. Bidders are advised to complete submission sufficiently in advance, and OTDC shall not be responsible for any delay, failure, malfunction, traffic congestion, loss of connectivity or interruption beyond systems under its direct control.
8. **Modification, Resubmission and Withdrawal**
   A Bidder may modify, resubmit or withdraw its Proposal only in the manner permitted on the Portal and before the Proposal Due Date and Time. Where a Proposal is resubmitted, all required documents, including the Financial Proposal, shall be uploaded afresh, and only the latest successfully submitted Proposal available on the Portal at closure shall be considered. No modification or withdrawal shall be permitted after the Proposal Due Date and Time.
9. **Corrigenda and Portal Communications**
   All addenda, corrigenda, clarifications, extensions, amendments and cancellation notices relating to the RFP shall be published on the Portal and shall form an integral part of the RFP. Bidders shall regularly monitor the Portal until the Proposal Due Date and Time. Failure to take cognisance of any such publication shall not constitute a ground for any claim against OTDC.

10. Verification of Original Documents

OTDC may require any Bidder, and in particular the Successful Bidder, to produce originals of documents uploaded on the Portal within the period specified by OTDC. Failure to produce the originals, or any discrepancy between an uploaded document and its original, may result in rejection of the Proposal, forfeiture of EMD and such other action as may be permissible under the RFP and Applicable Laws.

11. Opening and Evaluation of Proposals

The Technical Proposals shall be opened electronically on the date and time specified in the RFP Schedule. The Financial Proposals of only those Bidders whose Technical Proposals are found responsive and who satisfy the eligibility requirements shall be opened. Bidders may view the status of the Bidding Process through their respective Portal login, subject to the functionality of the Portal.

12. Responsibility of the Bidder

The Bidder shall be solely responsible for the correctness, completeness, authenticity and timely submission of its Proposal and for ensuring that all uploaded documents are readable and placed in the appropriate sections of the Portal. Any false, fabricated, misleading or materially incorrect information may lead to rejection, forfeiture of EMD, cancellation of award and/or other action under the RFP and Applicable Laws.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below.

Addendum or Addenda	means an addendum or addenda to this RFP.
Annual Rental Fee	means the management fee to be paid by the Operator to OTDC for getting access and doing business in the property of OTDC.
Minimum Reserve Price	INR 40,00,000/- (Indian Rupees Forty Lakh only)
Annexure	means an annexure to this RFP.
Applicable Laws	means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, GoO, any government authority or any local government having jurisdiction over the Parties, the Facility or the Services, including rules, regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement.
Bid Process	means the bidding process undertaken by the Client to award the Services to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issuance of this RFP and will end on the date that the Agreement is executed with the Selected Bidder.
Bidder	means an interested Person which submits a Proposal to the Client in accordance with this RFP, and Bidders shall be construed accordingly.
Clause	means a clause of this RFP.
Client / Authority	means Odisha Tourism Development Corporation (OTDC).
EMD	means earnest money deposit.
Financial Proposal	means the financial proposal to be submitted by a Bidder in accordance with this RFP.
Financial Year	means each 12-month period commencing on 1st April of one calendar year and ending on 31st March of the next calendar year;
GoI	means the Government of India.
GoO	means the Government of Odisha.
O&M	means operation and management.
Performance Bank Guarantee	means the performance bank guarantee to be submitted by the Bidder in accordance with this RFP.
Nationalised Bank	means the bank, which is owned by the Government is known as Nationalised bank. These banks are also known as public sector banks.
Pre-Bid Meeting	means the meeting to be held in accordance with Clause 4.2.
Proposal	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP.
Proposal Due Date	means the last date for submission of the Proposals specified in the Bidder Data Sheet.
Qualification Proposal	means the proposal to be submitted by each Bidder. As a part of its Technical Proposal, to demonstrate that it meets the Qualification Criteria as set out of the RFP.
RFP	means this request for proposal along with its Annexures and includes

	any Addenda, if issued.
Rupees or INR	means Indian National Rupees, the lawful currency of India.
Scope of Work	means the scope of work to be undertaken by the Selected Bidder for providing the Comprehensive Operation & Management Services, as set out of this RFP.
Selected Bidder	means the eligible Bidder selected by the Client for award of the Comprehensive Operation & Management Services.
Agreement	means the services agreement to be executed between the Client and the Selected Bidder, substantially in the format as set out in the RFP.

Schedule of RFP Process

Odisha Tourism Development Corporation Limited (“OTDC”) invites proposals from prospective bidders for Operation & Management of “Geetanjali Restaurant” at Konark on annual rental fee basis in accordance with the conditions and manner prescribed in this RFP document.

Prospective bidders are advised to carefully study the RFP document available at https://otdc.odisha.gov.in/ www.tendersodisha.gov.in and visit the property as mentioned in this RFP, before submitting their proposal in response to the RFP.

General Information:

a. **Name of the Work:** Notice inviting Tender (NIT) for Selection of Operators/ Parties/ Agencies/ Firms/ Companies for Operation and Management of “Geetanjali Restaurant” at Konark.
b. **Client/Authority:** OTDC Limited, Bhubaneswar.
c. **Client/Authority’s Representative:** Divisional Manager (Hospitality Services), OTDC Limited, Bhubaneswar, Contact No. 98611 26800.
d. **Client/Authority’s Address:** Odisha Tourism Development Corporation Ltd (OTDC), Panthanivas Old Block, Lewis Road, Bhubaneswar, Odisha-751014.

1. Introduction

1.1. Odisha Tourism Development Corporation Limited, (hereinafter referred to as “OTDC”) owns a restaurant namely “GEETANJALI RESTAURANT” (hereinafter referred to as “Property” or “Restaurant”) at Konark. OTDC intends to hire an agency for Operation & Management of “Geetanjali Restaurant” at Konark on annual rental fee mode (the “Project”) for a period of 03 years, without transfer of any manpower from OTDC.

1.2. "Geetanjali Restaurant holds a special place not only for its delectable cuisine but also for its picturesque location amidst the rich cultural heritage of Konark. Nestled within the vibrant ambiance of this historic town, the restaurant offers an unparalleled dining experience that celebrates the essence of Odisha's culinary heritage. This restaurant envisages to provide different flavors of authentic Odia cuisine which are also linked with culture, heritage and lifestyle of Odisha. Also, this is very hygienic, clean, approachable, appetizing and value for money restaurant with great service right near the main gate of Sun Temple. The geographical location of the restaurant is https://maps.app.goo.gl/Nz1hTy8bRmJQ4D788 .

1.3. Pursuant to the above, OTDC intends to invite proposals from prospective bidders for operation and management of the Geetanjali Restaurant at Konark on annual rental fee basis. The eligibility of the bidders to bid in the RFP stage will depend upon their meeting in entirety the Eligibility Criteria as laid down in this RFP document under Clause 8.

1.4. The selected bidder (hereinafter referred to as “**Operator**”) shall be responsible for operation and management of the Geetanjali Restaurant under and in accordance with the provisions of the Operation and Management Agreement (“**Agreement**”) to be entered into between OTDC and the Selected Bidder in the form provided by OTDC. OTDC will grant rights to the Selected Bidder to operate and manage the Restaurant operations for the entire duration of the contract (the “**Contract Period**”).

1.5. The selected bidder shall be handed over the immovable assets (“**Project Assets**”) on As-Is-Where-Is basis by OTDC. It shall be the sole responsibility of the Operator to inquire or examine and determine conditions of the Restaurant space, including but not limited to existing and planned utility connections and the suitability of such conditions. The information presented in this RFP and in any report or other information provided by the OTDC is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete for its intended purpose. The OTDC or its representatives provide no representations, assurances or warranties pertaining to the accuracy of such information.

1.6. **Description of Geetanjali Restaurant at Konark**

Table-2

Name of the Property	District	Existing Facility	Approx. Plot Area & Capacity	Status
Geetanjali Restaurant, at Konark	Puri	***Entrance, Reception Area, Main Dining, Service Area, Kitchen Lobby, Kitchen. For more details, refer to the Annexure-XII of the RFP.***	0.5 acre 100 Pax	Under renovation

2. Scope of Work

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

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

2.1.1. Operator shall operate and manage the “Geetanjali Restaurant” at Konark at its own cost and expense in accordance with the provisions of this RFP, standards and specifications for Geetanjali set by OTDC, applicable laws, terms of applicable permits, good industry, and good industry practices.

2.1.2. Since the restaurant brand “GEETANJALI” has been positioned as an “Authentic Odia Cuisine” restaurant, the Operator is expected to operate the restaurant by mandatorily providing authentic Odia cuisine along with other cuisines.

2.1.3. Operator shall be handed over the Project Assets or Project Facilities by OTDC on As-Is-Where-Is basis. Refer Annexure-XII of this RFP.

2.1.4. Operator shall promptly and diligently repair, replace/ restore the property after taking prior permission from OTDC and activities are to be undertaken strictly adhering to applicable laws and as amended from time to time.

2.1.5. Operator shall be responsible for maintaining hygiene and quality standards at the Property and Project Facilities and providing quality services to its customers/ tourists.

2.1.6. Operator shall employ qualified personnel to efficiently operate and manage the Project. Operator shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project.

2.1.7. Operator shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under the Operation and Management Agreement (“Agreement”), are at all times properly trained for their functions and that all statutory requirements relating to the employees in the restaurant operations are met.

2.1.8. Operator shall obtain all necessary clearances and permits required from the relevant authorities for the purpose of operation and management of restaurant and strictly adhere to all relevant regulations.

2.1.9. Operator shall clearly indicate OTDC as the owner of the premises in all advertisement and publicity materials and shall Co-brand the property with OTDC brand.

2.1.10. Operator shall operate and manage the restaurant during the entire duration of the contract period adhering to standards and protocols approved by OTDC applicable to Geetanjali Restaurant.

2.1.11. Operator shall submit a customer service and operational plan report encompassing areas like operational time, operational standards, guest handling, staff management, property management, waste management, parking, etc. before starting the operations.

2.1.12. Operator shall provide to OTDC reports on a half yearly basis during the contract period and always provide OTDC such information, data and documents that OTDC may reasonably require. The half

yearly Report shall contain a status of the property/ fixtures/ furniture and any repair/ replacement that may have been undertaken owing to normal wear/ tear and usage. Operator must submit the annual financial statements of the Restaurant to OTDC.

2.1.13. OTDC may, either directly or through an agency duly authorized for this purpose, undertake periodic or need-based physical verification of the Property to ascertain its use and ensure that it is being operated exclusively for the approved restaurant purpose and in accordance with the provisions of the RFP and the Agreement. The Operator shall extend full cooperation and provide unhindered access to the Property, Project Assets, relevant records and facilities to the officials of OTDC and/or its authorized agency for undertaking such verification.

2.1.14. Operator shall pay, in a timely manner, all taxes, duties, levies and other charges in respect of the operation of the Property and its business, including but not limited to income tax, Goods and Services Tax (GST), excise duty, customs duty and all applicable taxes that may be levied, claimed, or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project. Operator shall furnish relevant clearance certificates/ proof of payment annually to OTDC in this regard.

2.1.15. Operator shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Operator or its Contractors and agents during the operation and management of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.

2.1.16. Operator shall promptly remove all surplus waste materials (including, without limitation, hazardous materials and e-waste, all types of solid and liquid waste etc.), garbage and other debris from the Property and keep the Property in a neat and clean condition and in conformity with the applicable laws, applicable permits and in accordance with good industry practices.

2.1.17. Operator shall maintain an adequate waste disposal system for management and disposal of the waste generated during the execution of Project.

2.1.18. Operator shall be liable for all hazardous, dangerous, other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property and shall be liable for maintaining necessary fire safety standards as prescribed by law.

2.1.19. Operator shall maintain requisite insurance of the property wherein both the parties can be beneficiary. Operator shall ensure that there is no damage or loss to Property, Project Assets, and developed project facilities like sanitation, sewage treatment plant and disposal, drainage, solid and hazardous waste disposal, effluent treatment plant and disposal and other utilities and facilities (hereinafter referred to as “Project Facilities”). The operator shall provide copies of such documents to OTDC.

2.1.20. Operator shall provide or arrange, at its own cost during the contract period power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the operation and management of the Project and payments of bills thereof. Operator shall comply to the requirements relating thereto under the applicable laws, applicable permits, and good industry practices.

2.1.21. Operator shall ensure management of proper and accurate records, data and accounts relating to

the operation of the Project and the revenues earned thereof.

2.1.22. Operator shall comply with all applicable laws/ rules including those relating to food safety, local building regulations, safety, health, sanitation, environment, labour, and hazardous/ dangerous materials during operation and management of the Project.

2.1.23. Operator shall be responsible for providing adequate safety & security to its customers visiting the Property.

2.1.24. The Property, Project Assets and Project Facilities under consideration shall be used only for providing restaurant facilities and there shall be no restrictive practice to be followed by the operator in any manner relating to the entry of customers in the restaurant.

2.1.25. During the contract Period, the Operator shall ensure compliance of statutory instructions as applicable, issued by any Government authority from time to time and will not deviate or change without obtaining written permission from OTDC.

2.1.26. Operator shall be responsible for the branding of the property after obtaining prior approval of the design and creatives from OTDC.

2.1.27. The Operator shall maintain a valid FSSAI license and deploy adequate, trained, medically fit and properly uniformed personnel throughout the Contract Period, in compliance with applicable food-safety and labour laws.

3. Responsibility of OTDC

Following are the responsibilities of OTDC during the Contract Period:

3.1.1. OTDC shall hand over the Property to the preferred bidder / Operator on an “as-is-where-is” basis, free from encumbrances, solely for its operation and management during the Contract Period. Such handover shall not create or confer upon the Operator any ownership, leasehold, tenancy, possessory or other proprietary right, title or interest in the Property. The Operator shall not sub-let, sub-lease, assign, transfer or otherwise part with possession or create any third-party rights or encumbrances over the Property or any part thereof.

4. Other Terms and Conditions

4.1.1. The Operator will reserve the right to retain the revenue earned from the operations of Geetanjali Restaurant, Konark.

4.1.2. Operator shall adhere to brand values, protocol, and guidelines of Geetanjali Restaurant as per Annexure-XIII.

4.1.3. Operator shall not be allowed to develop, alter and/or construct anything within the premise that will compromise the nature of the property.

4.1.4. Upon completion of the contract period, the Operator shall hand over the property to OTDC on an As-is-Where-Is basis. A detailed pre and post videography will be jointly conducted by OTDC and the Operator prior to starting of the contract.

4.1.5. The Operator shall pay electricity, water, sewerage, waste disposal, fuel, gas, telephone/internet, cess-pool, sanitation and all other utility charges as per actual consumption and prevailing tariff. Non-

payment resulting in disconnection or penalty shall be treated as Operator default.

4.1.6. Any kitchen equipment, cooking appliances, utensils, crockery, cutlery, service ware, POS system, consumables, uniforms and other operational items required for running the restaurant shall be arranged by the Operator at its own cost, without creating any ownership claim over the premises.

4.1.7. The Operator shall maintain the restaurant, kitchen, dining area, storage area, washrooms, service area and surrounding premises in a clean, hygienic and litter-free condition at all times. Use and disposal of plastic waste shall be strictly regulated in accordance with applicable laws and instructions issued by OTDC/local authorities.

4.1.8. The Operator shall maintain adequate covered dustbins at designated locations with segregation of wet waste, dry waste and plastic waste as per Swachh Bharat Mission/local municipal guidelines. Waste shall be handed over only to the authorised municipal/local agency or disposed of in accordance with applicable law.

4.1.9. The Operator shall not discharge wastewater, sewage, kitchen waste, used oil, food waste, toilet waste or any liquid/solid waste into open areas, drains, public spaces, landscaped areas or any unauthorised location. Any violation shall attract penalty and may lead to termination.

4.1.10. The Operator shall deploy trained, courteous and medically fit staff. All staff shall wear clean uniforms and photo identity cards during duty hours. The Operator shall ensure that no person suffering from any communicable disease is deployed in food handling, cooking, service or housekeeping activities.

4.1.11. The Operator shall be solely responsible for payment of wages, statutory dues, EPF, ESI, bonus, gratuity, leave wages, insurance and compliance with all applicable labour laws in respect of its employees, contractors and agents. OTDC shall have no employer-employee relationship with such personnel and shall be indemnified against all claims.

4.1.12. The Operator shall maintain a suggestion and complaint register at the restaurant. A notice regarding availability of such register shall be displayed prominently in Odia and English. The register shall be made available for inspection by OTDC officials at any time, and a quarterly summary shall be submitted to OTDC.

4.1.13. The Operator shall conspicuously display the approved menu along with item-wise prices, applicable taxes and service charges, if any, at the restaurant. No hidden charges shall be levied.

4.1.14. OTDC or its authorized representative may inspect food quality, kitchen hygiene, storage practices and service standards at any time. If any food item is found stale, unhygienic, sub-standard or not fit for consumption, the Operator shall replace/remove the same immediately at its own cost. Repeated violation shall constitute material breach and may lead to termination and forfeiture of Performance Security.

4.1.15. OTDC and/or its authorised representatives shall have the right to inspect the restaurant premises, kitchen, stores, raw materials, food items, equipment, billing records, complaint register, licences and staff records at any reasonable time without prior notice.

4.1.16. The Operator shall not sub-let, sub-lease, franchise, assign, transfer or part with possession or operational control of the restaurant or any portion thereof to any third party without prior written approval of OTDC. Violation shall result in termination and forfeiture of Performance Security.

4.1.17. The Operator shall issue printed/computerized bills to customers for all food, beverage and service

transactions, indicating GST and other applicable charges separately, wherever applicable.

4.1.18. The premises shall be used only for operation of Geetanjali Restaurant and allied food and beverage services approved by OTDC. No other commercial activity shall be undertaken without prior written approval of OTDC. Any violation shall be treated as material breach.

4.1.19. The Operator shall incorporate OTDC/Odisha Tourism/Geetanjali branding elements in signage, menu cards, staff uniforms, packaging, promotional material and digital publicity, as approved by OTDC. All branding and creatives shall require prior written approval of OTDC.

4.1.20. The Bidder shall bear all costs associated with preparation, submission and participation in the bid process. OTDC shall not be responsible or liable for such costs, irrespective of the outcome of the RFP process.

4.1.21. Submission of a Proposal by any Bidder shall not create any contractual obligation on OTDC. Contractual rights and obligations shall arise only upon execution of the Agreement between OTDC and the Selected Bidder.

5. No Transfer of Ownership or any other Rights

a) The Selected Bidder/Operator shall be granted only a limited, non-exclusive, non-transferable and revocable right to operate and manage Geetanjali Restaurant during the Contract Period, strictly in accordance with the terms and conditions of this RFP and the Agreement to be executed with OTDC.
b) It is expressly clarified that, by virtue of this RFP, the Letter of Award, the Agreement, or the handing over of the premises/assets for operation and management, no right, title, interest, ownership, leasehold right, tenancy right, easement, charge, lien, encumbrance, or any other proprietary or possessory right of any nature whatsoever shall be created, transferred, assigned or deemed to have been created, transferred or assigned by OTDC in favour of the Selected Bidder/Operator.
c) The ownership and all proprietary rights in respect of the land, building, premises, immovable assets, fixtures, fittings, equipment, brand name, goodwill and all other project assets shall at all times remain vested exclusively with OTDC. The Operator shall not claim any ownership, tenancy, leasehold, possessory or other interest in the said premises or assets, either during the Contract Period or after expiry/termination of the Agreement.
d) The Operator shall not sell, transfer, assign, mortgage, pledge, charge, encumber, sub-let, sub-lease, license, franchise, part with possession of, or otherwise create any third-party interest in the premises, assets, facilities, rights or obligations granted under the Agreement. Any violation of this clause shall constitute a material breach of the Agreement and shall entitle OTDC to terminate the Agreement, forfeit the Performance Security and take possession of the premises and assets without prejudice to any other rights or remedies available under law or contract.

6. Duration of the Contract

a) The initial period of contract (“Contract Period”) shall be **03 (three) years** commencing from the date of the signing of the agreement. Upon completion of the contract period, the Operator shall hand over the property to OTDC on an As-is-Where-Is basis.

b) The Contract Period may further be extended subject to mutual agreement between OTDC and the Operator. In this case, six months prior to the end of ongoing Contract Period of **03 (three) years**, the Operator and OTDC may mutually agree to extend the contract period up to a maximum of **02 (two) years**. For any such renewal, Operator will not be required to pay any additional premium. However, the rate of biennial escalation in the Annual Rental shall be

negotiated for the additional contract period.

7. Upfront Payment ("Upfront Fee") and Annual Rental Fee

i. Highest Upfront Payment (H1) by bidder to OTDC shall be the financial bid parameter for Award of the Rights of Operation & Management of the Project. Upfront Fee shall be payable by selected bidder (operator) to OTDC before signing of agreement. GST shall be paid extra on Upfront Payment by Operator at applicable rate.

ii. Note: OTDC has kept a minimum reserve price of INR 40,00,000/- (Indian Rupees Forty Lakh only). Bid of the bidder quoting anything below the minimum reserve price will be treated as non-responsive and rejected.

iii. In the event that two or more Technically Qualified Bidders quote the same highest Upfront Fee, the Successful Bidder shall be selected through a transparent draw of lots conducted in the presence of the tied Bidders or their authorised representatives. The decision of OTDC in this regard shall be final and binding on all Bidders.

iv. The Annual Rental Fee will be 10% of the Upfront Payment, which shall be increased by 10% on compounded basis after every year.

v. The annual rental shall be paid as below:
   a) For the first year: The annual rental shall be paid advance at the time of signing of the agreement.
   b) For subsequent years: The annual rental shall be paid in advance within 01 month from the starting date (DD/MM) of the corresponding year of the agreement.
   c) GST shall be paid extra by Operator at applicable rate.

8. Eligibility Criteria:

8.1. The Bidder shall be a single legal entity constituted as a Company incorporated under the Companies Act, 1956 or the Companies Act, 2013; a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008; a Partnership Firm registered under the Indian Partnership Act, 1932; or a Sole Proprietorship Firm duly registered under applicable laws. Joint Ventures and Consortiums shall not be permitted.

Note: *The bidder shall submit the copy of the certificate of incorporation/ memorandum of association/ constitution of the firm, proof of registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, FSSAI Certificate, Trade License, and Food & Beverage License from the appropriate authority etc.).*

8.2. The Bidder must have experience of operating and managing **at least 02 (two)** Air-conditioned Restaurant with capacity not below **75 Pax** for a **period of 03 years**, before proposal submission due date. Documentary evidence to be submitted.

OR

The Bidder shall have owned and/or operated and managed at least one (01) hotel classified as Three-Star or above by the Ministry of Tourism, Government of India, having a minimum of 50 lettable rooms, for a continuous period of at least three (03) years preceding the Proposal Due Date. The Bidder shall submit valid documentary evidence substantiating such ownership and/or operation and management experience, along with the applicable hotel classification certificate.

8.3. The Bidder shall possess prior to commencement of operations, a valid FSSAI licence and Eating House/Trade Licence from the competent authority. Failure to submit the same before commencement shall constitute default and lead to blacklisting and forfeiture of EMD.

8.4. The Bidder must have **Minimum Average Annual Turnover** of **INR 01 (One) Crore** for the **last 03 (Three)** financial years (i.e., FY 2022-23, FY 2023-24 and 2024-25). (CA certificate to be furnished)

8.5. The Bidder must have **Positive Net-worth** as on **31.03.2025.** (CA certificate to be furnished)

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

8.7. It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non-compliance to any of the bid conditions, any suppression of information or mis representation of facts, etc. shall make the bid liable to be declared non-responsive and disqualified. Further, the Authority may forfeit the EMD and may take appropriate action for blacklisting of such bidders for a period of three (03) years after following due process of law. This clause shall remain in force for the entire duration of the contract.

Note:

i. The bidder shall submit the Audited Balance Sheet and Profit & Loss Statement for the last 03 (Three) Financial Years (i.e., FY 2022-23, FY 2023-24 and 2024-25*) along with CA Certificate.*

ii. Joint Venture or Consortium is not allowed.

9. Bid Processing Fee & Earnest Money Deposit (EMD)

9.1.1. **Bid Application Fee:** The proposal shall be accompanied by non-refundable Bid Application Fee of **INR 11,800/- (Indian Rupees Eleven Thousand Eight Hundred Only)** to be paid online. Any Proposal submitted without Bid Processing Fee in the form as specified in this RFP document shall be treated as non-responsive and rejected. No exemption from submission of Bid Application Fee is allowed.

9.1.2. **Earnest Money Deposit (EMD):** The Proposal shall be accompanied with a refundable Earnest Money Deposit (EMD) of **INR 1,00,000 /- (Indian Rupees One Lakh Only) 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. EMD of the unsuccessful bidder will be discharged/ returned within 45 days from the date of execution of the agreement between OTDC and the selected bidder. No interest will be paid on EMD. The EMD of the successful bidder shall be returned upon execution of the agreement with OTDC. The EMD shall be forfeited in the following cases:

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

10. Minimum Reserve Price

OTDC has kept a minimum reserve price of INR 40,00,000/- (Indian Forty Lakh only) for O&M of “Geetanjali Restaurant” at Konark on Operational Contract Basis. Any bid submitted with a financial

proposal below the specified minimum reserve price will be summarily rejected.

11. Performance Security

i. The Selected Bidder shall furnish a Performance Security equivalent to 10% (ten per cent) of the accepted Upfront Fee, subject to a minimum of INR 5,00,000/- (Indian Rupees Five Lakh Fifty Thousand only), in the form of an irrevocable and unconditional Bank Guarantee issued by a Scheduled Commercial Bank in favour of the Managing Director, OTDC, prior to execution of the Agreement. The Performance Security shall remain valid throughout the Contract Period and for 60 (sixty) days thereafter. OTDC may invoke or appropriate the Performance Security, wholly or partly, in the event of any breach, default, non-payment of dues, damage to the Property or failure by the Operator to fulfil its obligations under the RFP or the Agreement

ii. The Performance Security shall be forfeited at the sole discretion of OTDC towards any liquidated damages that may be payable by the Operator to OTDC and/or against termination eventualities attributed to the Operator, under the terms of the agreement**.**

iii. The Operator shall submit the performance security in favor of ‘**Managing Director, OTDC Ltd.**’ within 15 (fifteen) days from the date of issuance of Letter of Award (LoA).

12. Due Diligence, Inspection, and Investigation

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

13. Validity of Proposal

i. The Proposal shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the due date of submission (“Proposal Validity Period”). OTDC reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of OTDC with same terms & condition.

ii. A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid Security for the period of extension.

iii. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the agreement.

14. Right to Reject the Proposal

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

15. Right to Cancel or Annul the RFP and Bidding Process

OTDC reserves the right, at its sole discretion, to cancel, withdraw or annul this RFP and/or the entire Bidding Process at any stage, including prior to the execution of the Agreement, without assigning

any reason and without incurring any liability or obligation whatsoever towards any Bidder or other person. Such cancellation, withdrawal or annulment shall not confer upon any Bidder any right to claim compensation, reimbursement of costs, damages or any other relief from OTDC.

16. Interpretation

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

17. Proprietary Data

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

18. Site Visit

i. Before submission of the proposal, the agencies / prospective bidders are advised to visit and examine the site – property (Geetanjali Konark) and obtain for itself, at their own responsibility and risk, all information that may be necessary for submission of the bid and entering the agreement.

ii. The visit related coordination to be done with Shri Rakesh Dhar, Junior Engineer, OTDC, Contact No.9776677988.

iii. The cost of visiting the site shall be borne by the bidder.

19. Pre-Bid Meeting

i. Bidders may send their queries in writing to otdcdmhs@gmail.com / info@odishatourism.gov.in during the period as mentioned in the Schedule of RFP. Clarification / Corrigendum / Addendum if any shall be published on www.tendersodisha.gov.in. The queries received after the prescribed date will not be entertained by OTDC.

ii. 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.

iii. 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.

iv. Pre-bid meeting may happen through video conferencing mode. Link for the pre-bid meeting will be published on www.tendersodisha.gov.in.

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

20. Amendment of RFP

At any time prior to the Proposal Due Date, OTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addendum/ Corrigendum. This will be uploaded to the web site (www.tendersodisha.gov.in) which will also be treated as part of the RFP document.

21. Language and Currency

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

22. Bid Evaluation Criteria

Only those Bidders who meet the eligibility conditions as per Clause 8 shall qualify for evaluation of their Financial Bids.

I. Eligibility evaluation of bids shall be done based on the criteria prescribed at Clause 8 above and other relevant clauses of the RFP. Only those bidders whose bids comply to the requirements as specified in Clause 8 and other relevant clauses of the RFP above shall be treated as responsive bids and shall become eligible for opening of their financial bids.

II. Financial bids of non-responsive bidders shall be returned to the respective bidders without opening.

III. Evaluation of the Financial proposal: Highest Upfront Payment (H1) by bidder to OTDC shall be the financial bid parameter for Award of the Rights of Operation & Management of the Project.

23. Other Terms

I. If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.

II. To determine whether the Bidder satisfies the eligibility criteria, OTDC will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which OTDC receives from the Bidder upon request by OTDC. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, OTDC reserves the right to reject the Proposal.

III. Upon completion of evaluation of the Technical Proposals, OTDC will notify the Bidders on the date specified in the **Schedule of RFP**, whether they are qualified and eligible for opening of their financial proposal. The Financial Proposals of those Bidders who do not qualify will not be opened.

24. Award of the Project

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

II. Within 07 (seven) days upon issuance of such LoA to the Selected Bidder, the Selected Bidder

shall be required to sign and stamp the LoA and send it to OTDC as acknowledgement of the LoA. In the event the duplicate copy of the LoA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement shall be forfeited.

III. An agreement will be drawn up between OTDC and the Selected Bidder. The Operation and Management agreement (“Agreement”) format shall be provided to the Operator by OTDC before operation of the same. The selected bidder will enter into the agreement with OTDC for the operation and management of Geetanjali Restaurant at Konark within 15 (fifteen) days of the issuance of the LoA by OTDC. The Operator shall commence the Services as per the assignment within 7 (seven) days from the date of the signing of the agreement or such other date as may be mutually agreed.

25. The Selected Bidder shall be required to:

i. Make the **Upfront Payment** in lumpsum within 15 days from the date of issuance of LoA.

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

iii. If the Selected Bidder fails to satisfy the conditions specified in the RFP or fails to execute the agreement on or before the date stipulated in the LoA, OTDC may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LoA. Also, the bid security may be forfeited. If OTDC elects to disqualify such Bidder and revoke the LoA, then the procedure set out in the RFP shall follow. The bidder, including the promoters of the bidding firm, may also be blacklisted from participating in any further tendering process of OTDC.

iv. The cost of execution of agreement and any other related legal documentation charges and incidental charges will be borne by the Selected Bidder.

26. Event of Default by Operator

In case of any default in payment by Operator as per the terms under Clause 26 and other payment terms of this RFP, the Upfront Payment and the Performance Security shall stand forfeited along with cancellation of the agreement.

27. Disputes

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

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

28. Late Submission

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

29. Modification and withdrawal of Proposals/ Bids

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

Annexure-I

Covering Letter
(On the letter head of the Bidder)

Date _____

To
Managing Director,
Odisha Tourism Development Corporation Limited
Panthanivas Old Block, Lewis Road, Bhubaneswar, Odisha-751014

Ref: "RFP for Operation & Management of Geetanjali Restaurant at Konark"

1. With reference to the captioned RFP document, I/We_____ (Bidder Name and agency), have examined the RFP documents and understood their contents, hereby submit my/ our proposal for the subject RFP.

2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Operator, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as OPERATION & MANAGEMENT OF GEETANJALI RESTAURANT AT KONARK Project.

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

5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I declare that:

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

b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.

8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.

9. I certify that in regard to matters including security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the “OPERATION & MANAGEMENT OF GEETANJALI RESTAURANT AT KONARK” Project or which relates to a grave offence that outrages the moral sense of the community.

10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

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

12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.

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

14. I have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

15. I offer the EMD to the Authority in accordance with the RFP Document.

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

17. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the OPERATION & MANAGEMENT OF GEETANJALI RESTAURANT AT KONARK Projects not awarded to me or our Proposal is not opened or rejected.

18. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.

19. I agree and undertake to abide by all the terms and conditions of the RFP document.

20. I shall keep this offer valid for 180 (One hundred and eighty) days from the Proposal Due Date specified in the RFP.

21. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid OPERATION & MANAGEMENT OF GEETANJALI RESTAURANT AT KONARK Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

For and on behalf of (Name of Bidder)
Duly signed by the Authorized Signatory of the Bidder (Name, Title and Address of the Authorized Signatory)

Annexure-II

Bidder’s Profile

S.N.	Particular	Compliance
1.	Name of the Bidder:	
2.	Legal Status of the Firm: *(i.e.,* Company *or LLP)*	
3.	Registered Office Address with telephone, fax, website and email:	
4.	Date of Incorporation: *(Please attach copy of certificate of incorporation/ registration)*	
5.	Company profile (include background of company, organization structure, background of promoters, business of company, years in similar line of business, experience, and details of current activities) *(Attach supporting documents such as Company brochures, etc.)*	
6.	Details of individual(s) who will serve as point of contact/ communication with contact number and email-id	
7.	Has the bidder been barred by the Central/ State Govt. or any entity from participating in any project? If yes, does the bar subsist on the date of application?	
8.	Has the bidder been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years? If yes, please provide the details.	
9.	Nature & details of experience in similar field: *(Please attach relevant documentary evidence including Copy of license/ registration certificate)*	
10.	Any other details deemed necessary to be provided.	

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

(Authorized Representative and Signator

Annexure-III: Similar Nature of Projects

[To be submitted on the Bidder’s letterhead and duly signed by the Authorised Signatory]

Particulars	Details to be furnished by the Bidder
1. Name of the Restaurant/Hotel	
2. Complete Address and Location	
3. Name and Address of the Owner/Client	
4. Nature of Experience	Owned / Operated and Managed
5. Type of Establishment	Air-Conditioned Restaurant / Three-Star or Higher Classified Hotel
6. Seating Capacity of Restaurant	
7. Number of Lettable Rooms in Hotel	
8. Hotel Classification	Three-Star / Four-Star / Five-Star / Other
9. Classification Authority, Certificate Number and Validity	
10. Scope of Operations and Management	
11. Commencement Date	
12. Completion Date / Current Status	
13. Total Duration of Experience	___ Years ___ Months
14. Contract/Work Order Value, if applicable	
15. Name, Designation and Contact Details of Client’s Authorised Representative	
16. Details of Supporting Documents Submitted	

Documentary Evidence

The Bidder shall submit, as applicable:

1. Copy of the work order, agreement or contract establishing operation and management experience;
2. Completion certificate, satisfactory performance certificate or certificate confirming ongoing operations issued by the owner/client;
3. Documentary evidence establishing the seating capacity of the restaurant or number of lettable rooms in the hotel;
4. Valid hotel classification certificate issued by the Ministry of Tourism, Government of India, where hotel experience is claimed;
5. Ownership documents, licences, registrations or other verifiable records, where experience as an owner is claimed; and
6. Any other document required by OTDC to verify the claimed experience.

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexure – IV: Declaration of Non-Blacklisting

(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 been 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 DoT, Govt. of Odisha. In addition to the above DoT, 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-V

Format for Power of Attorney for Signing of Bid
(To be furnished by the bidder on an INR 100- non-Judicial Stamp Paper)

POWER OF ATTORNEY

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

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

Date _____

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

Accepted _____

_____Signature)
(Name, Title and Address of the Attorney)

Annexure-VI

Format of Bid Affidavit

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

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

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

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

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

Annexure-VII

Format of Bid Undertaking

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

Date: _____

To,
Managing Director
Odisha Tourism Development Corporation Limited (OTDC)
Panthanivas Old Block, Lewis Road, Bhubaneswar, 751014

Ref: RFP for Operation & Management of Geetanjali Restaurant at Konark

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by OTDC and in any subsequent communication sent 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 rules governing the operation and management of restaurant as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the Geetanjali Restaurant in Konark shall be operated 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.

For and on behalf of:

(Signature of the Authorized Signatory)
Name of the person:
Designation:
Signed by the Bidder

Annexure-VIII

Financial Capability of Bidder

Name of the Bidder: _____

Sl.	Particulars	FY 2022-23	FY 2023-24	FY 2024-25
1.	**Turnover** (In INR Crores)			
2.	**Average Annual Turnover** for last 03 years (In INR Crores)			

Net Worth:

1.	**Net Worth** (In INR Crores) as on 31.03.2025	

***Note*:**

1. Attach certified copies of Annual Audited Balance Sheets, P & L statement, and IT Returns Certificate for last 03 (Three) years.
2. The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.
3. Revenue from hospitality sector operations will only be considered.

Signature of CA / Statutory Auditors
(Name of the Authorized Signatory) (with seal & registration no.)

Place:
Date:

Annexure-IX

Financial Proposal

(Please refer to BoQ (exce filel) and submit rates online only as per the BoQ uploaded in the e-tendering portal. The format of the BoQ should not be tampered.)

Annexure-X

Performance Security (Bank Guarantee Format)
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ **Dated: _____**

In accordance with Letter of Award bearing letter No. _____, Dated _____ *(hereinafter referred to as “LoA”)* and RFP No. _____, Dated_____ on Request for Proposal for operation & management of Geetanjali Restaurant in Konark of OTDC *(hereinafter referred to as “RFP”),* M/s _____ Address _____ *(hereinafter referred to as Operator)* wishes to participate in the said RFP and a Bank Guarantee for the sum of INR _____ valid for a period of _____ days *(in words)* is required to be submitted by the Operator towards the Performance Security.

1. We, the _____ *[indicate the name of the Bank](hereinafter referred to as ‘the Bank’)* at the request of the Operator do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Odisha Tourism Development Corporation Limited *(hereinafter referred to as “OTDC”)* an amount not exceeding INR _____ *(in figures and in words)*to the OTDC, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Operator on whose behalf this guarantee has been issued.

2. We the _____ *[indicate the name of the Bank]* do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OTDC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OTDC by reason of any breach by the said Operator of any of the terms or conditions or failure to perform the said LoA and RFP. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ *(in figures and in words).*

3. We, the _____ *[indicate the name of the Bank]* undertake to pay OTDC any money so demanded not withstanding any dispute or disputes so raised by the Operator in any suit or proceeding instituted/ pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Operator shall have no claim against us for making such payment.

4. We, the _____ *[indicate the name of the Bank]* further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period (project period of 03 years plus 45 days) and that it shall continue to be enforceable till all the dues of the OTDC under or by virtue of the said LoA and RFP have been fully paid and its claims satisfied or discharged or till OTDC certifies that the terms and conditions of the said LoA and RFP have been fully and properly carried out by the said Operator and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ [date], we shall be discharged from all liability under this Guarantee thereafter.

5. We, the _____ *[indicate the name of the Bank]* further agree that OTDC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said LoA and RFP or to extend time of performance by the said Operator from time to time or to postpone for any time or from time to time any of the powers exercisable by the OTDC against the said Operator and to forbear or enforce any of the terms and conditions relating to the said LoA and RFP and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Operator or for any forbearance act or omission on the part of OTDC or any indulgence by OTDC to the said Operator or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Operator.

7. We, the _____ *[indicate the name of the Bank]* further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Odisha.

8. We, the _____ *[indicate the name of the Bank]* lastly undertake not revoke this Guarantee during its currency except with the previous consent of OTDC in writing.

For ……..
Name of Bank:
(Seal of Bank)
Dated, the _____ day of _____ 2024.
(Signature, names & address, designation of the authorized signatory)

NOTE:

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

Annexure-XI

Pre-bid Query Format

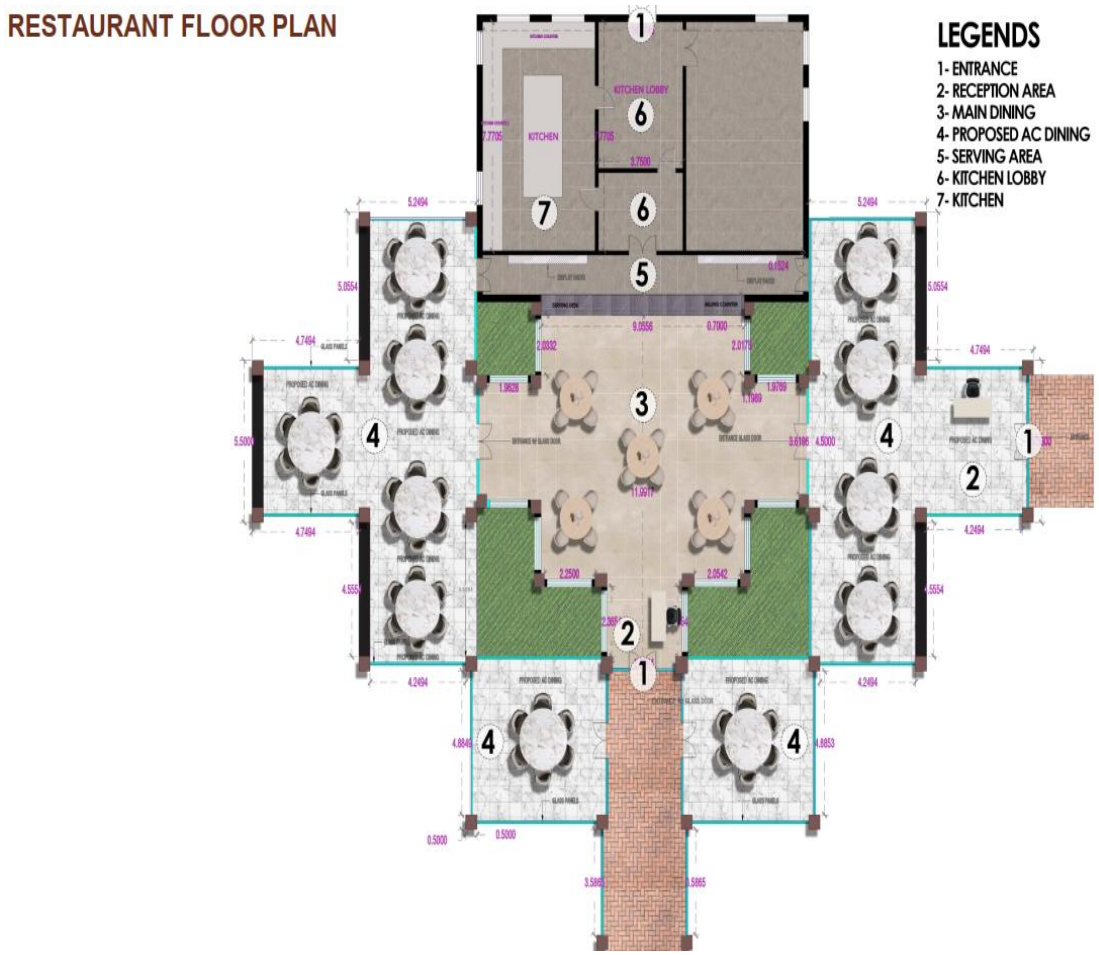
Interested parties shall submit their queries in the following format:

Sl. No	RFP clause No./ Page No.	RFP Clause Details	Query/ Clarification sought
1.			
2.			
3.			

Note:
Bidders shall submit their query in soft copy (in word/ excel format only) to otdcdmhs@gmail.com/ info@odishatourim gov.in or before the pre bid query submission due date mentioned in this RFP.

ANNEXURE-XII

DETAILS OF THE PROPERTY SUCH AS LOCATION MAP, SITE PLAN, PHOTOGRAPHS ARE GIVEN BELOW:



For other details, please refer below link:

https://drive.google.com/drive/folders/1yhaqDK9PSU6cJ8royUUEfO97qJkSkrM0?usp=sharing

ANNEXURE-XIII

Guidelines for Operations and Management (O&M) of Geetanjali at Konark

1. OTDC proposes to operate and manage the Restaurant “Geetanjali Restaurant” in at Konark on Operation and Management (O&M) mode (the “Project”) for a period of 3 years, without transfer of any manpower from OTDC.
2. There should be no restriction or biases in any form for any customers visiting Geetanjali.
3. The selected bidder shall comply with all applicable laws/ rules including those relating noise pollution as per “The Noise Pollution (Regulation and Control) Rules 2000” during operation and management of the Project.
4. During duty time, all employees / staffs hired by the selected bidder, should be courteous to customer and always be in uniform.
5. The selected bidder shall co-brand Geetanjali Konark along with OTDC.
6. All statutory instruction / rules related to health & Hygiene issued by the competent Government authorities shall be strictly adhered to.
7. Feedback / Complaint register shall be maintained at all times at the Reception of Geetanjali Konark and copy of the same shall be submitted to OTDC on quarterly basis.