



Reference No: 01/2026-27 (Buildings)

Dated: 27.04.2026

***RFP for Selection of Bidder for operation and management
of Inspection Bungalow at Puri in the District of
Puri under long term lease agreement***

**Chief Engineer, Buildings & Bridges, O/o the EIC, Rural
Works, Government of Odisha
Odisha, Bhubaneswar – 751001**

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1. Notice for Request for Proposal

Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Government of Odisha

Odisha, Bhubaneswar – 751001

RFP Identification No: 01/2026-27 (Buildings) No.15425 Dated: 27.04.2026

Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies for '**Operation and Management of Inspection Bungalow at Puri in the District of Puri under long term lease agreement**'

Sl. No	Information	Details
1	Name of RFP	RFP for Selection of Bidder for operation and management of Inspection Bungalow at Puri in the District of Puri under long term lease agreement.
2	Type of RFP	Open Tender
3	Mode of tendering	E-tender
4	Last date for sending queries to CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR	Date 30.05.2026; Time: upto 4.00 P.M. . Queries may be sent by email: cerw_bbsr@yahoo.com
5	Pre-bid meeting	02.06.2026 at 11.00 A.M.
6	Issue of responses to pre- bid queries, addendum/ corrigendum, if required	Date: 02.06.2026 upto 04.00 P.M.
7	Bid Due Date	Date: 14.05.2026 at 11.00 A.M. to 04.06.2026 at 05.00 P.M.
8	Opening of Technical Bid	Date: 08.06.2026 ; Time: 11.00 A.M.
9	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
10	Tender Document Cost (non-refundable)	Amount: INR 10,000 (Rupees Ten Thousand only) through online mode only as prescribed in e-procurement procedure annexed as Section-8
11	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR. 2,00,000/- (Rupees Two Lakhs only) through Demand Draft drawn in favor of the Superintending Engineer, RW Division, Puri". The EMD shall be valid for 30 days beyond the Bid Validity period.

The interested bidders should submit their bids only in the e-tender portal

<https://tendersodisha.gov.in/>

Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

Chief Engineer (Buildings & Bridges)

Data Sheet

Sl. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No.: Online-01/2026-27 (Buildings), Date of availability: 14.05.2026 at 11.00 A.M.
2	Site Visit	
3	Submission of pre-bid queries - in Word format	30.05.2026 upto 04.00 P.M.
4	Pre-bid meeting	02.06.2026 at 11.00 A.M.
5	Response to pre-bid queries	02.06.2026 upto 4.00 P.M.
6	Proposal Due Date (Online)	04.06.2026 upto 5.00 P.M.
7	Technical Proposal Opening Date	08.06.2026 at 11.00 A.M.
8	Technical Presentation	
9	Financial Proposal Opening	To be communicated later
10	Signing of Agreement	Within 7 days of acceptance of LOA
11	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	O/o the EIC, Rural Works, Odisha, Unit-IV, Madhusudan Nagar, Bhubaneswar, Odisha - 751001
12	Contact Details	Mr. Khitish Kumar Naik, O/o the EIC, Rural Works, Odisha Unit-IV, Madhusudan Nagar, Bhubaneswar 751001 Ph- 7008654446 Email ID: cerw_bbsr@yahoo.com
13	Tender Documents on Website	https://tendersodisha.gov.in/
14	Method of Selection	Quality and Cost Based System (QCBS) (50:50)
15	Bid Validity Period	180 days

2. Disclaimer

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

the EIC, Rural Works, Odisha, Bhubaneswar of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar immediately at the following address:

Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, O/o the EIC, Rural Works, Odisha, Unit-IV, Madhusudan Nagar, Bhubaneswar, Odisha - 751001
Email: cerwbuilding_bbsr@yahoo.com

7. If no intimation is received within the last date for submission of Pre- Proposal queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.
8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.
10. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal.
11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar. Further objection by any third party shall be

construed as infringement on confidentiality and privileged rights of Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar with respect to this RFP.

12. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the proposals at any stage of the RFP process without assigning any reasons. The decision of Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar shall be final and binding in this regard.
13. Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar's decision in this regard shall be final and binding on the bidder.
14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

3. Abbreviations

BG	Bank Guarantee
RD Deptt.	Rural Development Department, Govt. of Odisha
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/ legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

4. Definitions and Interpretations

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

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar or to the Bidders;
2. **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar and the Financial Bid, submitted strictly in the formats provided by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar.
4. **“Bidder”** or **“bidder”** or **“Agency”** or **“agency”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar.
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule of the RFP. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** through online.

8. **“EMD”** means the amount submitted by a Bidder to Superintending Engineer, R.W. Division, Puri for participating in the Bidding Process, in terms of the below clause.
 - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form demand draft/Online/e-payment.
 - Any bidder that does not submit the EMD shall be rejected by Superintending Engineer, R.W. Division, Puri, as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted.
 - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LOA)”** means the official written intimation by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal” or “RFP” or “RFP Document” or “RFP Paper” or “RFP Documents” or “Bid Documents”** means documents issued by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar vide RFP No.: 01/2026-27 (Buildings) Selection of Bidder for Operation and Management of Inspection Bungalow at Puri under long term lease agreement. for Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
 - a) This RFP document;

b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(s)/ addendum(s);

14. **“Pre-Bid Meeting”** means Pre-Proposal meeting to be held as per the schedule indicated in the Schedule of the RFP hereof between Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, and the bidders for clearing doubts if any;
15. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
16. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
17. **“Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar”** or **“Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, Government of Odisha”** shall mean the Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, having its registered office at unit-4, Madhusudannagar Bhubaneswar.

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

5. Instructions to Bidders

1. **Cost of Bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents shall be shared with the agencies via the portal i.e. <https://tenderodisha.gov.in/>. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
5. **Bid Processing Fee:** Superintending Engineer, R.W. Division, Puri a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. **Consortiums / Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/ Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.

7. Preparation of Bids

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

8. Clarifications by Bidders

1. Bidders requiring any clarification on the RFP document may contact Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, Government of Odisha in writing by e-mail/post/courier within such date as specified in the Schedule of Bidding Process.
2. All correspondence for clarifications should be submitted as per the format attached at '**Annexure-A**' to the address mentioned in the data sheet in writing by Mail/ post/courier.
3. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, Government of Odisha shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the e-tender website. However, Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, Government of Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Government of Odisha to respond to any query or to provide any clarification.
4. At any time prior to the Bid Due Date, CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Government of Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the e- tender website.

9. Pre-Bid Meeting

1. To clarify and discuss issues with respect to the Project and the RFP Document, a pre-bid meeting ("Pre-Bid Meeting") will be held as per the details provided in point 3 of data sheet.
2. Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per '**Annexure-A**,' if any, to the RFP requirements.

3. Bidders may note that CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Government of Odisha will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non- responsive and would be liable for rejection.
4. Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
5. In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the e-tender website.
6. A maximum of two officials/ representatives from each bidder may attend the pre- bid meeting. All costs of the bidder related to attending the pre-bid meeting shall be borne by the bidder. This meeting is to be conducted to clarify and redress all doubts and difficulties of the bidders.
7. Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar will endeavour to respond to all queries received by the scheduled date as per Clause 1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.
8. In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar.
9. No interpretation, revision, or other communication from CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Odisha regarding this solicitation is valid unless in writing. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

10. Format and Signing of Bid

1. The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
2. The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
3. The proposal shall be properly bound, indexed, and serially numbered.

11. Submission of Bids

1. The bidder shall submit their offer under two bid-basis. Technical Bid (Online bid). The Financial Bid shall be submitted on the e-tender portal only as per the schedule. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

12. Late and Delayed Bids:

1. Bids must be received no later than the date and time stipulated in the RFP document. CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Government of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Government of Odisha and the bidder will be the same.
2. Any bid received by CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

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

1. made a complete and careful examination of the RFP documents, including the proforma agreement;
2. received all relevant information requested from Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar;
3. accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar relating to any of the matters related to this RFP or otherwise;
4. satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with the lessor) and performance of all of its obligations thereunder;
5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar;
6. agreed to be bound by the undertakings provided by it under and in terms; Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar.

14. Duration of the Contract

1. The period of leasing shall be valid for a duration of 10 years commencing from the date of the signing of the agreement and is subject to a maximum of one subsequent extension of 10 years each on satisfactory performance. Upon completion of the Lease period, the Lessee shall hand over the property on as -is -where-is basis of the Lessor. The lease agreement shall be terminable in case of violation of any of the term and conditions, the lessor can terminate the lessee by giving a 90 days prior notice.
2. The lease period can further be extended by another 10 years subject to mutual agreement between the lessor and Lessee, **three months prior to the end of the lease. The Lessor reserves the right for mutual agreement or re-tender.**

3. Any premium amount inclusive of all taxes applicable from time to time and rate of biennial escalation which shall be paid by lessee for another additional 10 years to be mutually discussed subject to supplement agreement.

15. Upfront Payment (“Upfront Fee”) and Annual Lease Rental

1. Highest Upfront Payment shall be offering price for I.B. Puri shall be the financial bid parameter for order to Award of the Rights of Operation & Maintenance of the Project. The H1 lessee will be given Award of the rights of Operation & Maintenance of the Project. Upfront Fee shall be payable to the Lessor by the Lessee. GST shall be paid extra on Upfront Payment by Lessee at applicable rate from time to time.
2. The Annual Lease Rental Fee will be 10% of the Upfront Payment, which shall be increased by 10% on compounded basis after every two years
3. The annual lease rental shall be paid as below:
 - a. For the first year: The lease rental shall be paid at the time of signing of the agreement.
 - b. For subsequent years: The lease rental shall be paid within 7 days from the starting date (DD/MM) of the corresponding year of the Agreement.
 - c. GST shall be paid extra by Lessee at applicable rate from time to time.

16. Opening and Evaluation of Technical Bid

1. Technical Bids will be opened in the presence of the bidders’ representatives who choose to attend at the appointed place and time.
2. The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar reserves the right to seek clarification/documents from the bidders if Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar considers it necessary for proper assessment of the bid.
3. The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum **70 (seventy) marks** or more out of **100 (one hundred)** shall qualify for financial bid opening and shall be ranked from highest to the lowest based on their technical score (St).

17. Opening of Financial Bid and Final Evaluation

1. The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders’ representatives who choose to attend.
2. The selection of the bidder shall be based on the QCBS method in which weightage of the technical score shall be **50% and weightage of the financial score shall be 50%.**
3. **The highest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows: $Sf = 100 \times F/Fm$ (F = amount of Financial Proposal)**

4. Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows : $S = St \times 50\% + Sf \times 50\%$.
5. The Bidder having the highest combined score shall be the Successful Bidder.
6. The Second and third ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or refuses to extend validity of the bid or fails to comply with the requirements specified in the RFP document.
7. If 2 (two) or more Bidders are found 1st ranked, then financial score of the bidders will be given priority. Highest upfront payment offering price for IB will be given Award of the rights of operation & maintenance of the project.
8. Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the contract. In such an event, Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar reserves the right to,
 - a. invite the second-ranked bidder and negotiate upon the following scenario, or
 - b. take any such measure as may be deemed fit in the sole discretion of Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar, including annulment of the Bidding Process.

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

1. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar is not bound to accept the highest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
2. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/local bodies/ municipalities/ PSUs, etc.
3. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar may also terminate the contract/cancel the leasing rights in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

19. Award of Contract

1. After completing the evaluation of the Financial Proposals and identifying the Preferred Bidder, CHIEF ENGINEER, BUILDINGS & BRIDGES, O/O THE EIC, RURAL WORKS, ODISHA, BHUBANESWAR 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
2. Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which the bidder shall pay to the department as Upfront Fee and shall also specify the annual rental fee which shall be paid by the successful bidder to the department at the rate of 10% of the total upfront fee. The Annual Rental fee shall be compounded by 10 % biennially

for the duration of the agreement.

3. Within 7 (seven) days upon issuance of such LoA to the Selected Bidder, the Selected Bidder shall be required to sign and stamp the LoA and send it to Lessor 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.
4. An Agreement will be drawn up between Superintending Engineer, R.W. Division, Puri and the Selected Bidder. The Lease- Agreement ("LA" or "Agreement") format shall be provided to the Lessee by Lessor before execution of the same. The selected bidder will enter into the Agreement with the Lessor for the operation, maintenance, upgradation, and management of the property Agreement within 7 (seven) days of the issuance of the LoA by Superintending Engineer, R.W. Division, Puri. The Lessee 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.

20. Performance Security

1. The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount equivalent to 2 (two) times of the Annual Lease Rental for the first year) in the form of Bank Guarantee from a scheduled Bank in an acceptable form in favor of Superintending Engineer, R.W. Division, Puri. The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity and value of Performance Security shall also be modified by the Successful Bidder accordingly. The format for BG for Bid Security is provided at **Annexure - VIII**
2. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

6. Eligibility Criteria

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

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
Legal Entity	For the purpose of invitation for this RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a single proprietary composite/ Partnership Firm registered under the Limited Liability Partnership Act of 2008 or any Law of India	Certificate of Registration/ Incorporation (s)
Experience	The agency should have a track record of providing relevant services related to owning/ Managing on lease for a minimum of 5 years as on 1 st April 2026.	Certificate of Registration/ Incorporation (s) / Work Order/LOA (Contract Value & Scope of Work to be mentioned & Completion Certificate/ Certificate from Statutory auditor.
Financial Capacity	The bidder should have a minimum average annual turnover of ₹ 2 crores in any three years taken together during the last five financial years upto FY 2025-26	Certificate from statutory auditor/audited financial statements for previous five financial years.
Bidder Experience	The Bidder should have a minimum experience of owning/ managing a 3-star property having at least 25 keys.	Work Order/LOA (Contract Value & Scope of Work to be mentioned & Completion Certificate/Certificate from Statutory auditor.
Blacklisting	Should not have been blacklisted by central govt, state govt, any of its public sector undertaking, or any agencies.	Affidavit to be submitted.
Other Criteria	The Bidder should have valid PAN and GSTIN registration.	Copy of PAN Copy of GST registration certificate

7. Evaluation Criteria

Sl. No	Criteria	Max Marks	Document/Evidence Required
1	Average annual Turnover from Relevant experience: Minimum annual turnover of ₹2 crore in any three years taken together during the last five financial years up to FY 2024-25. - Rs. 2 Crores to Rs. 4 Crores - 20 marks - Each additional Rs 1 Crores - 10 marks	40	Certificate from statutory auditor /audited financial statements for the five previous financial years.
2	Experience of owning/ operating hotel. - Experience of one minimum 3-star rating property / hotel with 25 rooms: 35 marks - Each additional 3-star rating property/ hotel: 10 marks - Each additional 4 – star rating and above rating property/hotel: 15 marks	60	Work Order/ LOA (Contract value and Scope of work to be mentioned) & Completion Certificate/ Certificate from statutory auditor

Note: Technical Proposals should not include any financial details.

8. Terms of Reference

1. Project Background

There is 1 (one) number of Inspection Bungalow under R.W. Organization at Puri. These facilities are intended for official accommodation and rest purpose for Government staff and officers. **The Lessee will ensure for availability of minimum 2 rooms for them. The charge of rent and food will be at PAR with the special circuit house Puri per member. All rooms will be equally maintained by the Lessee.**

In order to ensure proper maintenance and effective utilization of these assets, it has been decided to operate selected Rest Sheds/ I.Bs. under the Public-Private Partnership (PPP) mode. Accordingly, in the first instance, I.B. at Puri has been identified to function under PPP mode on a pilot basis.

In this regard, to ensure smooth management, operation and maintenance of existing I.B., the Department wishes to identify a lessee/ bidder which shall manage and operate the I.B. as per the best Hospitality standard under the long-term lease agreement.

2. Objective

The objective of this RFP is to select a bidder for operation and management of Inspection Bungalow at Puri on a long-term lease agreement. Rural Development Department, Odisha, Bhubaneswar intends to lease out the property on a long-term lease to industry leaders in the field of hospitality for managing and Inspection Bungalow at Puri.

3. Details of the Property

The details of the property have been provided in Annexure A.

The bidders are encouraged to visit the site. The department shall extend its assistance to the bidder in visiting and viewing the property and understanding the details of the property for a more detailed bid submission. The bidder are suggested to inform the authorities about their visit plan at a minimum of 7 days in advance for the department to make necessary arrangements.

4. Scope of Services

The scope of work with the requirement of different items mentioned below is only indicative and not exhaustive.

4.1 Responsibility of Lessee (hereinafter referred to as “Lessee” or “Operator” or “Bidder”):

1. Lessee shall upgrade, augment, finance, manage, market, operate, maintain, and repair/ refurbish the Property and Project Assets at its own cost and expense in accordance with the provisions of this RFP, standards and specifications, applicable laws, terms of applicable permits and good industry practices.

All rooms will be equally maintained by the Lessee.

2. In case of any upgradation or augmentation of the property, the design shall be required to be approved from Lessor. In no case, any changes in design, layout or structure shall be made without the approval of the Lessor. No changes to design, layout or structure impacting the structural stability and core structure shall be allowed. Further no brick & Mortar structure should be constructed. The lessee shall not remove or construct any permanent structure at the project provided by the lessor.
3. Lessee shall obtain and maintain all applicable permits, in conformity with the applicable laws and in compliance therewith.
4. The Lessee shall provide rooms to the State government upon prior intimation at a mutually agreed rate for hosting events and managing any exigencies.
5. Lessee shall maintain the property during the entire lease period subject to industry standards.
6. Lessee shall provide to the Lessor reports on a regular basis during the Lease Period on the refurbishment, renovations, addition of assets carried out, and always provide the Lessor such information, data and documents that the Lessor may reasonably require. the lessor may undertake physical inspections of the leased properties as and when deemed necessary. The lessee shall always co-operate with the lessor officials/ appointed agency for the same.
7. Lessee 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 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. Lessee shall furnish relevant clearance certificates/ proof of payment annually to the lessor in this regard.
8. Lessee shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Lessee or its Contractors and agents during the implementation and operation 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.
9. Lessee shall promptly remove all surplus construction machinery and materials, 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.

10. Lessee shall be liable for all hazardous, dangerous, and other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property
11. Lessee shall maintain requisite insurance of the property wherein both the parties can be beneficiary in accordance with the investment. Lessee 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").
12. Lessee shall provide or arrange, at its cost during the Lease 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 implementation, operation and maintenance of the Project and comply to the requirements relating thereto under the applicable laws, applicable permits, and good industry practices.
13. Lessee shall arrange, procure, and provide, at its cost, all the infrastructure facilities, services and requirements, all goods, materials, consumables, and other requisites necessary for the implementation, operation, and maintenance of the Property during the Lease Period
14. Lessee shall undertake to employ qualified staff personnels to efficiently operate and manage the Project and to ensure good behavior by the staff to customer. Lessee shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project.
15. Lessee shall ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned thereof.
16. Lessee shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/ dangerous materials during execution of the Project. Lessee shall follow the building bye laws and regulations of the nearest Urban Area for additional construction/ development in case the Property is in Rural Area. Further, Lessee shall ensure non-violation of all applicable environmental standards and pollution control norms as laid down by Central/ State Pollution Control Board and other Government Agencies.
17. Fire safety certificate should be obtained by the Lessee required for the building.
18. Lessee shall promptly and diligently repair, replace/ restore the Property, Project Assets and Project Facilities or part thereof which may be lost or damaged.

4.2 Responsibility of Lessor (hereinafter referred to as “Lessor” or Representative of Lessor “Superintending Engineer, R.W. Division, Puri”):

1. Department shall ensure that the property is made available to the successful bidder as per the terms of RFP at the earliest.
2. Department is the owner of the property, and shall provide assistance and support to the bidder as and when required as custodian of the project. However, this does not make the department liable in any case for the operation and management of the property.

9. List of Annexures

SL No	Description	Annexure	Submission
1	Format of Pre-Proposal Queries	Annexure-A	Pre-Bid
2	Tender Submission Letter	Annexure-I	Technical Proposal
3	Bidder's Authorization Certificate	Annexure-II	
4	Performa for Affidavit	Annexure-III	
5	Information on Bidder's Organization	Annexure-IV	
6	Format for Financial Capacity	Annexure-V	
7	Power of Attorney	Annexure - VI	Selected Bidder
8	Draft form of contract	Annexure-VII	
9	Form of Bank Guarantee for Performance Security	Annexure-VIII	
11	Financial Proposal	Annexure - IX	Financial Proposal
12	Property Details	Annexure - B	Bid Details

Annexure-A: Format of Pre-Proposal Queries

To

Chief Engineer, Buildings & Bridges,
O/o the EIC, Rural Works,
Odisha, Bhubaneswar - 751001

Sub: Selection of bidder for operation and management of Inspection Bungalow at Puri under long term lease agreement.

Ref: RFP No.

Dear

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

S.No .	Clause No. and Page reference	RFP text	Quer y
1			
2			
...			

Yours faithfully,

Authorized Signatory

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

Note: On the Letterhead of the Bidder

Annexure-I: Tender Submission Letter

To

Chief Engineer, Buildings & Bridges, O/o the
EIC, Rural Works,
Odisha, Bhubaneswar - 751001

Sub: Selection of bidder for operation and management of Inspection
Bungalow at Puri under long term lease agreement.

Ref: RFP No.

I/ We, the undersigned, offer to provide the above services to Rural Development Department, Odisha, Bhubaneswar. We are hereby submitting our bid.

I/We, hereby declare that:

- a. We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- b. I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- c. The bid is unconditional.
- d. I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- e. We shall make available to Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- f. Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Rural Development Department, Odisha, Bhubaneswar or his representative and us subject to the modifications, as may be mutually agreed to, between Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar and us.
- g. We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We understand that Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar is not bound to accept any tender that Chief Engineer, Buildings & Bridges, O/o the EIC, Rural Works, Odisha, Bhubaneswar receives.

Yours faithfully,

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

Note: On the Letterhead of the Bidder

Annexure-II: Bidder's Authorization Certificate

To

Chief Engineer, Buildings & Bridges, O/o the
EIC, Rural Works,
Odisha, Bhubaneswar - 751001

Sub: Selection of bidder for operation and management of Inspection Bungalow at Puri under long term lease agreement.

Ref: RFP No.

Dear..

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature:

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter

Annexure-III: Proforma for Affidavit

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

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

.....

.....Name of the Bidder

.....

.....

Signature of the Authorised Signatory

.....

.....

Name of the Authorised Signatory

Place: _____ Date: _____

Annexure-IV: Information on Bidder's Organisation

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

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____ Date: ____

- Note:** Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN

Annexure-V: Format for Financial Capacity

Financial Year	Annual Turnover from Event Management Services
2021-22	
2022-23	
2023-24	
2024-25	
2025-26	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.

Annexure-VI: Power of Attorney

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

Know all men by these presents, We, ...(Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms

..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of bidder for operation and management of Inspection Bunglow at Puri under long term lease agreement. Project proposed to be developed by the (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation, and address)

Witnesse

s: 1.

2.

Notarise
d

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

Annexure-VII: Draft Form of Long-Term Lease Agreement

**Government of Odisha,
SUPERINTENDING ENGINEER, R.W.
DIVISION, PURI**

Lease Agreement of Inspection Bunglow at Puri

2025

LEASE AGREEMENT

Between

The Governor of Odisha

And

For Inspection Bungalow at Puri

LEASE cum DEVELOPMENT AGREEMENT

This Agreement is entered into on this the _____ day of _____, 2026 at Bhubaneswar.

BETWEEN

The Governor of Odisha; represented through Department of Rural Development (hereinafter referred to as “**the lessor**”), which term shall unless repugnant to the context include its successors, assignees and legal representatives) of the one Part

AND

_____, a company/ firm duly registered under the Companies Act 2013 [or under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act, 2008 or as a Sole Proprietorship firm] having its registered office at

_____, represented through its authorised representative, _____ (hereinafter referred to as the “**Lessee**” which expression shall unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the other Part.

Introduction

Whereas:

- A. Rural Development is a department under Government of Odisha and is engaged in developing and promoting Rural Infrastructures in the state of Odisha;
- B. The Chief Engineer (Buildings & Bridges), Rural Works, ODISHA, BHUBANESWAR had invited bids for upgrading, operating, maintaining, managing (the “**Project**”) of Inspection Bungalow at Puri as specified in RFP No. 01/2026-27 (Buildings) for Operation & Management of Inspection Bungalow at Puri of Rural Development Department and Corrigenda. Pursuant to the evaluation of the bids received, the bid of {name of firm}__ was selected and accordingly, issued a Letter of Award (hereinafter called the “LoA”) and attached in Schedule I – Letter of Award, requesting the selected Bidder to

ensure the execution of this Agreement within 30 (Thirty) days of the date of issue of the LoA, which the Selected Bidder has acknowledged;

- C. This Agreement is executed to transfer the rights on the assets delineated in Schedule II – Project Assets of this Agreement and assigns the Lessee its rights and obligations with regard to the Project and has agreed to enter into this Agreement with the Lessee, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows, namely

1. Definitions and interpretations

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed / assigned to them hereunder:

- 1.1.1. **“Agreement”** refers to this Lease Agreement and the provisions included in this Agreement including amendments thereto;
- 1.1.2. **“Annual Lease Rental”** shall mean the annual rental payable to the lessor as defined in clause 1.19.5 of this Agreement;
- 1.1.3. **“Applicable Law”** shall mean all statutes, laws, ordinance, in force and effect as on date hereof and which maybe promulgated or brought into force and effect hereinafter in India by the Government of India (GoI) or Government of Odisha (GoO or State Government) or any other government authority having jurisdiction over the matter in question including regulations and rules, directives, guidelines, policy made there under, and all judgements, orders, decrees, injunctions, writs and orders of any court or judicial body, as may be in force and effect during the subsistence of this Agreement or thereafter and applicable to the Project/ the Lessee in relation to the Project;
- 1.1.4. **“Appointed Date”** is the date from which the obligations of the Parties in this Agreement shall commence;
- 1.1.5. **“Applicable Permits”** means all notifications, clearances, permits, authorizations, licenses, consents, permissions, rulings, exemption, approvals or any other permit of whatsoever nature which is required to be obtained and maintained by the Lessee under or pursuant to Applicable Law, or any registration or filing with, any authority under Applicable Law for or in respect of this Agreement including for performance of any obligation or exercise of any right by a Party, in connection with the Project during the subsistence of this

Agreement;

- 1.1.6. **“Bid”** means the documents in their entirety in the bid submitted by the Selected Bidder in response to the Bidding notice issued by the lessor for the Project;
- 1.1.7. **“Bid Security”** means Bid Security applicable for this Project.
- 1.1.8. **“Bidding Documents”** means the Request for Proposal (RFP No. 01/2026-27 (Buildings) for Leasing, Upgradation, Operation & Management of Rural Infrastructures Services Properties of Department of Rural Development, Odisha), all the Appendices, Corrigenda and Addenda thereof issued by the lessor as part of the Bidding Process for this Project;
- 1.1.9. **“Business Day”** means a day, except Saturdays, Sundays and government holidays, on which banks are generally open for business in Bhubaneswar, Odisha;
- 1.1.10. **“Clearance”** means the written consent, license, approval, permit, rulings, exemption, notification, no objection certificate or other authorization or permission of whatsoever nature which is required to be obtained from any authority, from time to time in connection with the Project;
- 1.1.11. **“Encumbrance”** means any encumbrance such as mortgage, sub-lease, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include, without limitation, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amount due on account of taxes, cesses and encroachments on the Project Assets;
- 1.1.12. **“Force Majeure”** shall have the meaning ascribed thereto in Clause 1.46;
- 1.1.13. **“GoI”** means the Government of India and any of its duly authorised agency, authority, department, inspectorate, ministry or person (whether autonomous or not);
- 1.1.14. **“GoO”** means the Government of Odisha and any of its duly authorised agency, authority, department, inspectorate, ministry or person (whether autonomous or not) under the lawful and effective control and direction of GoO;
- 1.1.15. **“Good Industry Practice”** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them for a project similar to that of this Project;
- 1.1.16. **“Lease Period”** shall have the meaning ascribed under Clause 1.6.1 of this Agreement
- 1.1.17. **“LoA”** means the Letter of Award issued to the Lessee by the Lessor;
- 1.1.18. **“Material Adverse Effect”** means material adverse effect on (a) the

ability of the Selected Bidder to exercise/ perform / discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;

- 1.1.19. **"Material Breach"** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project and which it shall have failed to cure within the Consultation Period;
- 1.1.20. **"O&M"** means the Operation and Maintenance of the Project during the Lease Period and includes but is not limited to functions of operation, maintenance and performance of other services incidental thereto;
- 1.1.21. **"Parties"** mean the parties to this Agreement collectively and "Party" means any of the Parties to this Agreement individually;
- 1.1.22. **"Performance Security"** shall have the meanings ascribed thereto;
- 1.1.23. **"Project"** means upgradation, augmentation, operation and maintenance of Inspection Bungalow at Puri, sharing & transferring of the Project Assets and Project Facilities as per the provisions of this Agreement;
- 1.1.24. **"Project Agreement"** means any agreement other than this Agreement which the Lessee enters into with any third-party in relation to this Project;
- 1.1.25. **"Project Assets"** means the assets leased to the Lessee by Superintending Engineer, R.W. Division, Puri in accordance with the provisions of the Agreement- Project Assets of this Agreement;
- 1.1.26. **"Rs." or "Rupees"** or "INR" refers to the lawful currency of the Republic of India;
- 1.1.27. **"SBI PLR"** means the prime lending rate per annum for loans with 1 (one) year maturity as fixed, from time to time by State Bank of India, and in the absence of such rate, the average of the prime lending rates for loans with 1 (one) year maturity fixed by Bank of India and Bank of Baroda and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties;
- 1.1.28. **"Tax or Taxes"** shall mean and include all taxes, duties, cess, levies that may be payable by the Lessee under Applicable Law;
- 1.1.29. **"Termination"** means termination of this Agreement hereunder pursuant to the delivery or deemed delivery of a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement in the normal course;
- 1.1.30. **"Termination Date"** means the date on which Termination Notice has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement;
- 1.1.31. **"Termination Notice"** means a communication in writing by a Party to the other Party seeking Termination in accordance with the applicable provisions of this Agreement;

- 1.1.32. **“Termination Payment”** means the amounts payable by a Party to the other Party under this Agreement upon the Termination of this Agreement
- 1.1.33. **“Transfer Date”** means date on which this Agreement and the Lease hereunder expires pursuant to the provisions of this Agreement or is terminated, whichever is earlier.

1.2 Interpretations

In this Agreement, unless the context otherwise requires: -

- 1.2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to or is capable of being applied to any transaction entered into hereunder;
- 1.2.2. references to laws of Odisha, laws of India or Indian law or regulations having the force of law shall include the laws, Acts, Ordinances, Rules, Regulations, Bye-laws or notifications which have the force of law in the territory of India and as from time to time, may be amended, modified, supplemented, extended or re-enacted;
- 1.2.3. reference to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 1.2.4. reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.5. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- 1.2.6. the words importing singular shall include plural and vice versa;
- 1.2.7. terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed hereto and the terms and words defined in the Clauses/Articles/Schedules and used therein shall have the meaning ascribed in the Clauses/Articles/Schedules; and the words beginning with capital letters but not defined in this Agreement shall have the meaning ascribed to it in the Bidding Documents;
- 1.2.8. the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- 1.2.9. any reference to any period of time shall mean a reference to that according to Indian Standard Time; any reference to ‘day’ shall mean calendar day;
- 1.2.10. reference to a “business day” shall be construed as a reference to a day (other than Sunday) on which banks in Bhubaneswar are generally open

- for business;
- 1.2.11. any reference to month shall mean calendar month as per the Gregorian calendar;
- 1.2.12. the Schedules to this Agreement and any amendment(s) thereto, form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement and in the event of any conflict between any provision of an Article/Clause of this Agreement and any provision of a Schedule to this Agreement, provision of the Clause shall prevail;
- 1.2.13. any reference at any time to any agreement, deed, instrument, lease or document of any description shall be construed as reference to that agreement, deed, instrument, lease or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this sub-clause shall not operate so as to increase liabilities or obligations of the lessor hereunder or pursuant hereto in any manner whatsoever;
- 1.2.14. references to Recitals, Articles, Clauses, Sub-Clauses, Paragraphs in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Clauses, Sub-Clauses, Paragraphs, and of or to this Agreement;
- 1.2.15. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- 1.2.16. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- 1.2.17. the damages payable by either Party to the other as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (“the Damages”);
- 1.2.18. reference to any gender shall include the other and the neutral gender;
- 1.2.19. “Lakh” means a hundred thousand (100,000) and “Crore” means ten million (10,000,000);
- 1.2.20. “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.21. references to the “winding-up”, “dissolution” “insolvency” or “reorganization” of a company or corporation shall be construed so as to include and equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including

the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

- 1.2.22. any documentation required to be provided or furnished by the Lessee to the lessor shall be provided free of cost and in three copies and if the lessor is required to return any such documentation with their comments and/or approval, then it shall be entitled to retain two copies thereof;
- 1.2.23. the rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply; and
- 1.2.24. any word or expression used in this Agreement shall, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and Arithmetic Calculation

All measurements and calculations shall be in metric system and calculations done up to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of contracts documents and errors/ discrepancies

- 1.4.1. This Agreement, and all other agreements forming part of this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- this Agreement
- Schedules, Annexure and Appendices of this Agreement
- Bidding Documents
- LoA and other communication issued by Superintending Engineer, R.W. Division, Puri to the Selected Bidder/
- Lessee.
- all other documents forming part of this Agreement

The Agreement at (i) above shall prevail over the agreements and documents at (ii) to (v) above.

- 1.4.2. Subject to clause 1.3, in case of ambiguities or discrepancies within this Agreement the following shall apply: -

- between two or more articles and or clauses of this Agreement, the provisions of the specific article and or clause relevant to the issue under consideration shall prevail over those in other articles or clauses;
- between any value written in numerals and that in words, the higher value shall prevail, whether written in words or numerals.
- between the clauses of this Agreement and the Schedules, the

Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

1.5. Project Scope

1.5.1. The scope of the Project (the “Project Scope”) during the Lease Period shall mean and include but not be limited to:-

- up-gradation, augmentation, operation, maintenance, management, and transfer of the Project Assets
- Schedule II – Project Assets & Project Facilities in accordance with the provisions of the Agreement
- Performance and fulfilment of all other obligations of the Lessee in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Lessee under this Agreement; and
- Any variation in the Project Scope subsequent to the date of this Agreement which shall be subject to Applicable Law and /or mutual agreement of the Parties.

1.6 Grant of Rights

1.6.1 Rights –

1.6.1.1 The Project Assets shall be the registered property of the lessor and the Lessee shall during the tenure of the lease maintain and operate the facility as per industry standard practices. The lessee shall use the Project Assets and Project Facilities only for project purposes

1.6.1.2 Subject to and in accordance with the provisions of this Agreement, Applicable Law and Applicable Permits, the lessor hereby grants to the Lessee, for the Project Assets, the exclusive right and lease during the subsistence of this Agreement to upgrade, operate and maintain and manage the Project [the “Lease Right”] for the entire duration of the Lease Period or until the earlier termination of the Agreement in accordance with the provisions of this Agreement. The Lessee hereby accepts the Lease Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

1.6.1.3 Subject to and in accordance with the provisions of this Agreement, Applicable Law and Applicable Permits, the Lease Rights hereby granted shall oblige and/ or entitle (as the case may be) the Lessee to undertake the following: -

- Upgrade, operate and maintain the Project Assets for the purpose of and to the extent conferred by the provisions of this Agreement;
- Demand, collect and appropriate tariff (fee) from users for using the Project Assets and Project Facilities;

- Perform and fulfil all Lessee's obligations under and in accordance with this Agreement;

1.6.1.4 Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee under this Agreement;

1.6.1.5 Not to assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Lease hereby granted or on the whole or any part of the Project Assets or Project Facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement

1.6.1.6 Not to use the Project Assets or Project Facilities for any purpose other than the purpose of the Project and purposes incidental or ancillary to, as permitted under this Agreement.

1.7 Term, reversion and re-entry

1.7.1 Lease Period -

Total period of lease shall be of 10 years from the Appointed Date ("Lease Period"), subject to the condition that the Lessee shall qualify all the following parameters.

- Operation and Maintenance of the property as per industry standards.
- Use of the property for purposes as defined in this agreement.
- Timely payment of Annual Lease Rental

1.7.2 Six months prior to the end of the Lease Period (10 years), the Lessee and the lessor may mutually agree to extend the lease period by another 10 years. The escalation in the premium amount and the annual rental fee shall be negotiated for the additional lease period.

1.7.3 In the event that the Lessee and the lessor are not able to arrive at mutually agreeable terms & conditions for the renewal of the Lease Period, then the lessor shall have the right to invite fresh bids from interested parties to operate and manage the Project Assets.

1.7.4 The Lessee shall have the first right of refusal, i.e. the right to match the highest financial bid received by the lessor, provided the lessor is satisfied with the Lessee with regard to observance of the terms and conditions of this Agreement during the Lease Period.

1.7.5 The Lessee shall pay the Upfront Fee (hereinafter referred to as "Upfront Payment") & Annual Lease Rental as specified in the Agreement.

1.7.6 The Project Assets shall not be used by the Lessee for any purpose other than the purpose specified under this Agreement. The Lessee shall take possession of the Project Assets on "as is" condition.

1.8 Reversion -

1.8.1 On the expiry of the Lease Period or early termination of this Agreement, for any reason whatsoever, the Lessee shall surrender on as is – where is basis to the lessor, the Project Assets and Project Facilities with all assets, fixtures, all

or any singular rights, liberties, privileges, easements and appurtenances belonging to or in any way appurtenant thereto or enjoyed therewith, as constituting the Project Assets, without any encumbrances.

1.9 Conditions Precedent –

- 1.9.1 Save and except as expressly provided the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this clause (the “Conditions Precedent”).
- 1.9.2 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 1.9.3 The date on which both the Parties fulfil the Conditions Precedent, as jointly certified in writing by the authorised representatives of the Parties, shall be the “Appointed Date” whereupon the obligations of the Parties under this Agreement shall commence. The Appointed Date shall necessarily not be more than 3 (three) months from the date of signing the Agreement.

1.10 Conditions Precedent for Both Parties -

1.10.1 Condition Precedent for Lessor –

- 1.10.1.1 The Conditions Precedent required to be satisfied by the lessor prior to the Appointed Date shall be deemed to have been fulfilled when the lessor shall have issued a letter to the Lessee announcing its intent and readiness to hand over the Project Assets for carrying out the Project as per the provisions of this Agreement, subsequent to the Joint Verification and finalisation of Project Assets to be handed over and indicated in Schedule II of this Agreement. The date of the letter shall be the “Handover Date”.
- 1.10.1.2 In case of non-utilization of space provided by the lessor within specified time as per RFP or diverting the project for any other purpose other than for which it had been allotted without the permission of the lessor or subletting the said project unauthorizedly to another party the allotment of the space of the project shall be cancelled and the lessor will disconnect electricity and water supply to the concerned project.

1.11 Conditions Precedent for Lessee –

The Conditions Precedent required to be satisfied by the Lessee prior to the Appointed Date shall be deemed to have been fulfilled when the Lessee shall have

- 1.11.1.1 provided Performance Security to the lessor;
- 1.11.1.2 paid Upfront Payment and Annual Lease Rental for the first year of the Lease Period; met all other requirements under this Agreement;
- 1.11.1.3 procured all necessary applicable permits, unconditionally, and ensured that such applicable permits are in full force and effect;
- 1.11.1.4 The Lessee shall confirm in writing that all representations and warranties of the Lessee set forth in the bid by the Selected Bidder and this Agreement are true and correct as on the date of execution of this Agreement and as on the Appointed Date.
- 1.11.1.5 Provided that upon request in writing by the Lessee, the lessor may, in its discretion, waive any of the Conditions Precedent

1.12 Financial Closure:

- 1.12.1 The Lessee hereby agrees and undertakes that it shall achieve Financial Closure & execute Financing Documents & deliver to the lessor three copies thereof attested by a Director or the Authorized Signatory of the Lessee by the Appointed Date, and in the event of delay it shall be entitled to a further period not exceeding 90 (ninety) days. In the event of Financial Close not being achieved even within 90 days of Appointed Date, the Lessee shall be entitled to a further period not exceeding 60 days subject to payment of damages to the lessor in a sum of Rs.200 (Rs. Two Hundred only) for each day of delay.
- 1.12.2 Provided that the damages specified herein shall be payable every week in advance and the period beyond 90 days from Appointed Date shall be granted only to the extent of damages so paid, provided further that no damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the lessor in satisfaction of the Conditions Precedent specified in this Agreement.
- 1.12.3 The Lessee shall, upon occurrence of Financial Close, the lessor forthwith, and provide to the lessor, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financing Documents including the Financial Package and the financial model duly attested by a Director or the Authorised Signatory of the Lessee.

1.13 Termination of this Agreement on account of non-fulfilment of Conditions Precedent –

- 1.13.1 In the event of non-fulfilment of Conditions Precedent by the Lessee by the Appointed Date, this Agreement shall be terminated, and the lessor shall retain the Performance Security, as damages.
- 1.13.2 In the event this Agreement is terminated due to non-fulfilment of the lessor Conditions Precedent by the Appointed Date, the Lessee may terminate this Agreement, in accordance with the provisions of this Agreement and require the lessor to return / refund in full the Performance Security paid by the Lessee, along with the Upfront Payment and Annual Lease Rental, if any paid by the Lessee, till the date of Termination.
- (i) Provided there are no outstanding claims of the lessor on the Lessee.
 - (ii) Provided further that, instead of this Agreement being terminated, the Parties may, by mutual consent, extend the time for fulfilling the Conditions Precedent.

1.14 Termination due to failure to achieve Financial Closure

- 1.14.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Closure does not occur, for any reason whatsoever, within the period set forth in Clause 1.12.2., all rights, privileges, claims and

entitlements of the Lessee under or arising out of this Agreement shall be deemed to have been waived by and deemed to have ceased with the concurrence of the Lessee, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

- 1.14.2 Upon Termination under Clause 1.14, the lessor shall be entitled to encash the Performance Security and appropriate the proceeds thereof as damages, provided however, if Financial Close has not occurred solely as a result of Lessee being in default of any of its obligations under this Agreement, the lessor shall upon termination, return the Performance Security forthwith.

1.15 Obligations of the Parties

1.15.1 General Obligations of the Lessee

- (i) Subject to and on the terms and conditions of this Agreement, the Lessee shall at its cost and expense implement the Project.
- (ii) The Lessee shall provide rooms to the State government upon prior intimation at a mutually agreed rate for hosting events and managing any exigencies.
- (iii) The up-gradation concept, design and layout for up-gradation are to be developed in consultation with the lessor and as per the provisions of Clauses of this Agreement. However, it shall be ensured that any upgradation plan and design should not in any case impact the structural stability of the building and impact the core structure. Also, approval from Govt. in RD department shall be required before making any changes in the design, layout or structure of the building.
- (iv) The Lessee shall comply with the provisions of Applicable Law and procure Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- (v) Subject to Clauses 1.15.1 and (iii), the Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.
- (vi) The Lessee shall operate the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and disposal of the waste generated by the Project.
- (vii) The Lessee would operate the Project for the Lease Period as per the provisions of this Agreement including the responsibility for the internal furnishing of the Project Assets and the Project Facilities.
- (viii) The Lessee shall maintain the Project Assets handed over by the lessor and the Project Facilities in excellent working condition for the entire Lease Period and bear all costs / expenses for doing the same.
- (ix) The Lessee shall, at all times, operate and maintain the Project Assets in accordance with the provisions of the Agreement, Applicable Law,

- Applicable Permits and Good Industry Practice.
- (x) The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.
 - (xi) The Lessee shall be responsible for providing adequate security to the visitors using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.
 - (xii) The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project Assets;
 - (xiii) The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfilment of its obligations under the Lease cum Development Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
 - (xiv) The Lessee ensure the logo & name of Department of Rural Development has been prominently displayed in the signage, billboard and reception of the property.
 - (xv) The Lessee would be permitted to sub-contract / franchise activities related to the Project. In the event of such sub-contracting or franchise agreement with any other agency, a copy of the agreement must be submitted to the lessor, for its records within 30 days of signing of such agreement. However, at all times, the Lessee would be responsible for discharging its obligations under this Agreement with the lessor, without any reference to any other party operating the premises. Sub-leasing of the Project Site / Project Assets / Project Facilities by the Lessee is not permitted.
 - (xvi) The Lessee shall be responsible for meeting the following hygiene and quality standards –
 - (a) The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
 - (b) The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding;
 - (c) the lessor reserves the right to get the food samples/ raw materials tested at authorised/ certified laboratories at the cost of the Lessee;
 - (d) The Lessee shall be duly bound to reveal the source of procurement of raw material for any food-item if asked by the lessor;
 - (e) The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of the lessor issued from time to time in this respect; and
 - (f) The Lessee shall ensure clearance of all the rubbish and waste

generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage even outside the Project Site.

- (g) In case the Lessee fails to maintain the applicable hygienic standards as listed in Clause (xv), the Lessee shall pay a penalty of Rs 200/day for the first 10 days and Rs 400/day subsequently to the lessor till such time the hygienic conditions are met. The penalty will be payable ten days after issue of written notice by the lessor.

(xvi) The Lessee shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement

- (a) -make, or cause to be made, necessary applications to relevant Government instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Law;
- (b) make such financing arrangements as would be necessary to implement the Project;
- (c) procure, as required, appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated in the Project;
- (d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Agreement;
- (e) not do or omit to do any act, deed or thing which may, in any manner, violate any of the provisions of this Agreement;
- (f) support, cooperate with and facilitate the lessor in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- (g) perform any other activities that may be required for the Project subject to Applicable Laws and Applicable Permits and other conditions of this Agreement;
- (h) pay all taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of this Agreement and all other Project Agreements;
- (i) provide adequate security for protecting the Project Assets and ensuring that there is no damage to or loss of Project Assets;

- (j) pay to the lessor / concerned authority all amounts due as per the provisions of this Agreement;
 - (k) not assign or create any lien or encumbrance in the Project Assets except as allowed in this Agreement;
 - (l) provide to the lessor periodic reports as per the provisions of the Lease-cum-Development Agreement;
 - (m) ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions; and
- (xvii) The Lessee shall transfer the Project Assets to the Lessor upon termination of this Agreement, in accordance with the provisions of this Agreement.
- (xviii) The Lessee shall provide access to personnel from the lessor and all its representatives, assigns, successors, undertakings and their subsidiaries, for inspecting whether all the provisions of the Agreement are being fulfilled by the Lessee.
- (xix) The Lessee shall not be considered in breach of its obligations under this Agreement if any part of the Project Assets is not available for operation on account of any of the following for the duration thereof:
 - (a) Force Majeure Event;
 - (b) measures taken to ensure the safe use of the Project Assets except when unsafe conditions occurred because of failure of the Lessee to perform its obligations under this Agreement; or
 - (c) Compliance with a request from the lessor or directions of any Government Agency, the effect of which is to cease operation of the Project Assets
- (xx) It is expressly agreed that the Lessee shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement shall excuse the Lessee from its obligations or liability hereunder.
- (xxi) Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Lessee shall submit to the lessor a true copy thereof, duly attested by a Director/ Partner/ Proprietor of the Lessee.
- (xxii) The Lessee shall ensure that each of the Project Agreements contain provisions that entitle the lessor to step into such agreement, in its sole discretion, in substitution of the Lessee in the event of termination or suspension of the Project Agreement.
- (xxiii) The Lessee shall use the Project Assets for the sole purpose of this

Project and shall not, except with the previous consent of the lessor, use the Project Assets directly or indirectly for any business other than this Project.

1.15.2 Obligations of Lessee related to Lock-in-Period

- (i) Subject to and according to the terms and conditions set forth in this Agreement, the Lessee agrees to the following lock-in restrictions, namely:-
- (ii) The period commencing from Appointed Date and ending on expiry of 5 (five) years shall be the lock-in-period (the "Lock-in-Period") during which neither Party shall have the right to terminate the Agreement. Notwithstanding the above, the lessor shall have the exclusive right to terminate this Lease cum Development Agreement within the Lock-in-Period in the event of a breach by the Lessee of the provisions of the Agreement or Applicable Law.

1.15.3 Obligations of the lessor

- (i) the lessor shall provide the Project Site for the duration of the Lease Period along with the Project Assets developed by the lessor at the Project Site. The lists of assets handed over by the lessor are provided in Schedule II – Project Assets
- (ii) the lessor agrees to provide support to the Lessee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Law, the following –
- (iii) Hand over physical possession of the Project Assets as specified in Clause 1.9.1 free from any encumbrance as per the provisions of this Agreement;
- (iv) Provide all reasonable support and assistance to the Lessee – upon written request from the Lessee, and subject to the Lessee complying with Applicable Law – in procuring Applicable Permits required from any Government instrumentality for implementation and operation of the Project;
- (v) Not do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- (vi) Support, cooperate with and facilitate the Lessee in implementation of the Project in accordance with the provisions of this Agreement;
- (vii) Ensure peaceful use of the Project Assets by the Lessee under and in accordance with the provisions of this Agreement without any undue hindrance from the lessor.

1.16 Representations, warranties and covenants

- 1.16.1 **Representations and warranties of the Lessee** - The Lessee represents and warrants to the lessor that –

- (i) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (ii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and the obligations under this Agreement will be legally valid, binding and enforceable obligations against the Lessee in accordance with the terms hereof;
- (iii) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (iv) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement
- (v) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any Applicable Law or any covenants, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected. There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (vi) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court of any legally binding order of any Government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement
- (vii) It has complied with Applicable Law in all material respects and has not been subject to fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement
- (viii) All rights and interests in the Project Assets shall pass to and vest in the lessor on the Transfer Date, free and clear of all encumbrances, without any further act or deed on its part or the lessor, and that none of the Project Assets shall be acquired by it, subject to such agreement under which a security interest or lien or encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (ix) No representation or warranty by the Lessee contained herein or in any other document furnished to the lessor or to any government agency in relation to Applicable Permits contains or will contain any untrue statement of

- material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (x) No sums, in cash or kind, have been paid or will be paid, by or on its behalf, to any person by way of fees, commission or otherwise for securing the lease or entering into this Agreement or for influencing or attempting to influence any officer or employee of the lessor in connection therewith.
- 1.16.2 **Representation and warranties of the lessor** - the lessor represents and warrants to the Lessee that –
- (i) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations under this Agreement;
- (ii) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (iii) it has the financial standing and capacity to perform its obligations under this Agreement;
- (iv) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (v) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (vi) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court of any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement;
- (vii) it has complied with Applicable Law in all material respects; and
- (viii) upon the Lessee paying the Upfront Payment, Annual Lease Rental, Performance Security and performing the covenants herein, it shall not at any time during the Lease Period hereof, interfere with the peaceful exercise of the rights and discharge of the obligations by the Lessee, in accordance with this Agreement.

1.16.3 **Disclosure**

In the event that any occurrence or circumstance comes to the attention of either party that renders any of its aforesaid representations or warranties untrue or incorrect, such party shall immediately notify the other party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either party under this Agreement

1.16.4 Disclaimer

- (i) The Lessee acknowledges that prior to the execution of this Agreement, the Lessee has, after a complete and careful examination, made an independent evaluation of the Bidding Documents, and all the information provided by the lessor or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by it in course of performance of its obligations hereunder. Save as provided in Clause 1.16.2, the lessor makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and /or completeness of the information provided by it and the Lessee confirms that it shall have no claim whatsoever against the lessor in this regard.
- (ii) The Lessee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the above and hereby acknowledges and agrees that the lessor shall not be liable for the same in any manner whatsoever to the Lessee, constituting members of the Lessee and their associates or any person claiming through or under any of them.

1.17 Performance Security

1.17.1 Performance Security

- (i) The Lessee shall, for due and faithful performance of its obligations during the Lease Period deliver to the lessor, performance security in favour of payable at Puri of an amount of Rs_(Rupees_____ Only)

("Performance Security").
- (ii) The Performance Security shall be provided to the lessor on or before the date of signing of the Agreement.
- (iii) The Performance Security shall be retained till the fulfilment of the contract obligation. The Performance Security shall be released by the lessor within 30 days of the issue of the completion of Handover by the bidder after termination/ expiry of the agreement.

1.17.2 Appropriation of Performance Security

- (i) Upon occurrence of a Lessee Event of Default, the lessor, without prejudice to its other rights and remedies hereunder or in law, is entitled to appropriate relevant amounts from the Performance Security as damages for such Lessee Event of Default. Upon such encashment and appropriation from the Performance Security, the Lessee shall within 1 (one) month thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire

Performance Security, provide a fresh Performance Security as aforesaid, failing which the lessor shall be entitled to terminate this Agreement;

- (ii) Provided that if the Agreement is terminated due to any event other than Lessee Event of Default, the Performance Security, subject to the lessor right to receive amounts, if any, due from the Lessee under this Agreement, shall be refunded to the Lessee.

1.18 Project Assets

1.18.1 Project Assets: The Project Assets shall comprise the assets described in Schedule II and shall be provided and granted by the lessor to the Lessee under and in accordance with this Agreement.

1.18.2 Lease

- (i) the lessor hereby grants to the Lessee access rights, in accordance with the terms and conditions of the Agreement, in respect of the Project Assets which are described and delineated in
- (ii) Schedule II – Project Assets hereto, on “as is where is” basis, free of all encumbrances, for implementation of the Project, for the duration of the Lease Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
- (iii) It is expressly agreed that the lease granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the lessor to terminate the lease, upon the termination of this Agreement for any reason whatsoever.
- (iv) On and after signing this Agreement and until the date of termination / expiry of the Agreement, the Lessee shall maintain round-the-clock vigil over the Project Assets and shall ensure adequate security.

1.18.3 Access to the lessor

The lease and right to the Project Assets granted to the Lessee hereunder shall always be subject to the right of access of the lessor and their employees and agents for inspection and viewing of the Project Assets – for exercise of their rights and enforcement of the obligations of the Lessee under this Agreement.

1.19 Upfront Payments

- 1.19.1 The upfront consideration in respect of Project Assets (the “Upfront Fee” or “Upfront Payment”) is Rs. _____ (Rupees _____) Only.
- 1.19.2 the lessor acknowledges the payment of Rs. _____/- (Rupees _____ only) by the Lessee, towards Upfront Payment on _____, 2026 through DD Bearing No. _____ dated _____ of _____ Bank. This payment will be in the form of a demand draft in favour of ‘_____’, drawn on a scheduled bank that is not a Gramin Bank and payable at Bhubaneswar.
- 1.19.3 GST shall be paid extra by Lessee as applicable rate
- 1.19.4 The Selected Bidder shall be required to: pay the upfront fee in lumpsum at the time of signing of the Agreement OR
- 1.19.5 Pay the upfront fee in three equal instalments (upfront fee + applicable interest for 3 years) within three years of signing of the Agreement. The interest rate shall be the 7% per annum. The first instalment shall be deposited on the date of signing the Agreement. The remaining two instalments shall be deposited on or before the starting date (DD/MM) of the corresponding year of the Agreement.
- 1.19.6 **Annual Lease Rental**
- 1.19.7 The annual consideration in respect of the Project Assets over and above the Upfront Payment (the “Annual Lease Rental”) is Rs. _____/- (Rupees _____ only) for the first year of the Lease Period.
the lessor acknowledges the payment of Rs. _____/- (Rupees _____ only) by the Lessee, towards the Annual Rental for the first year on _____, 2026 through DD bearing No. _____ dated _____ of _____ Bank _____. This payment will be in the form of a demand draft in favour of ‘_____’, drawn on a scheduled bank that is not a Gramin Bank and payable at Puri.
- 1.19.8 For the first year, the Annual Lease Rental shall be payable on the date of signing of the Agreement.
- 1.19.9 The Annual Lease Rental for each subsequent year shall be payable in advance on the anniversary of the Appointed Date. In case the Lessee failed to pay the annual rent within 7 days from the date of anniversary of the Appointed Date, interest @ 18% shall be charged per annum for period

of delay apart from the right to terminate the agreement under this agreement.

- 1.19.10 The Annual Lease Rental for the first year shall be calculated as 10% of the Upfront Payment.
- 1.19.11 The Annual Lease Rental for subsequent years shall be escalated every 2 (two) years by 10% on compounded basis.
- 1.19.12 GST shall be paid extra by Lessee as applicable rate.

1.20. User charges

1.20.1. Collection and appropriation of fee

- 1.20.1.1. The Lessee shall have the sole and exclusive right to demand, collect and appropriate tariff ("Fee") from the tourists ("Users") using the services of the Project Assets and the Project Facilities for the duration of the Lease Period or till the date of termination in accordance with this Agreement. 2 rooms of the Bungalow will be reserved for Rural Development Department. The charge of rent and food will be at PAR with the special circuit house Puri per member.
- 1.20.1.2. The Lessee acknowledges and agrees that upon payment of tariff ("Fee"), any User shall be entitled to use the Project Assets and Project Facilities and the Lessee shall not place, or cause to be placed, any restriction on such use, except to the extent specified in the Applicable Law, Applicable Permits or provisions of this Agreement
- 1.20.1.3. Lessee shall honour the bookings/ room reservations done by RD Department for dates after the signing of the Agreement as long as such bookings are done prior to the Appointed Date. The cost for such bookings shall be reimbursed by RD Department to Lessee.

1.21. Insurance Coverage

1.21.1. Insurance during the Lease Period

- 1.21.1.1. The Lessee shall effect and maintain at its own cost, during the Lease Period, all such insurances for such maximum sums as may be required under the Financing Documents, Applicable Law and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the "Insurance Cover"). The Lessee shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the lessor as a consequence of any act or omission of the Lessee during the Lease Period.
- 1.21.1.2. the lessor will not be held liable for any incidents or accidents during operations of the Project.

1.22. Notice to RD Department

- 1.22.1. The Lessee shall by notice furnish to the lessor, in reasonable detail, information in respect of the insurance that it proposes to avail and maintain, not later than 45 days prior to the commencement of operations. Within 30 (thirty) days of receipt of such notice, the lessor may require the Lessee to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Mechanism under this Agreement shall apply.

1.23. Evidence of Insurance Cover

- 1.23.1. The Lessee shall, from time to time, provide to the lessor copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with this Agreement.

1.24. Application of insurance proceeds

- 1.24.1. All proceeds received under insurance policies except life and injury shall be promptly applied by the Lessee towards repair or renovation or restoration or re-instatement of the Project Assets, Project Facility or any part thereof, which may have been damaged or destroyed and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Documents and Project Agreements.

1.25. Validity of the Insurance Cover

- 1.25.1. The Lessee shall pay the premium payable on such insurance policy (or policies) so as to keep the policy (or policies) in force and valid throughout the Lease Period and furnish copies of the same to the lessor. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 60 days' clear notice of cancellation is given to the lessor in writing. If at any time the Lessee fails to purchase and maintain in full force and effect any or all of the insurances required under this Agreement, the lessor may at its option (but not being obliged to do so) purchase and maintain such insurance and all sums incurred by the lessor thereof shall be reimbursed by the Lessee forthwith on demand together with interest thereon at 2% over SBI Prime Lending Rate per annum, from the date the respective sums were incurred by the lessor. Lessee shall, within 7 (seven) days from the date of receipt of claim in respect thereof settle the amount.

1.26. Waiver of subrogation

- 1.26.1. All insurance policies in respect of the insurance obtained by the Lessee pursuant to this article shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the lessor and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies or insurance.

1.27. Lessee's waiver

- 1.27.1. The Lessee hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia the lessor and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Lessee may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Lessee pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policy of insurance.

1.28. Force Majeure

- 1.28.1. Force Majeure shall mean an event which cannot be foreseen and is beyond the control of a Party, and not involving a Party's fault or negligence. Such events (Force Majeure Events) may include –
- 1.28.1.1. Civil disorders, riots, war, terrorist attack, cyclones, floods, storms, lightning, earthquakes, washouts, high water, fire, tsunami, power blackout and other acts of God.
- 1.28.1.2. Any judgement or order of any court of competent jurisdiction or statutory authority made against the Lessee in any proceedings for reasons other than (i) failure of the Lessee to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement the lessor ;
- 1.28.1.3. Any event or circumstances of a nature analogous to any of the foregoing
- 1.28.1.4. In no event would there be any financial outlay from the lessor or liability of the lessor for a Force Majeure Event.
- 1.28.1.5. The Lessee shall give notice to the lessor of any Force Majeure Event as soon as it is reasonably practicable, but not later than 1 (one) month after the date on which the Lessee knew or should have reasonably known the commencement of the Force Majeure Event. The Lessee should give the following in reasonable detail –
- (i) The nature of such Force Majeure Event and the estimated period;
 - (ii) The nature of and the extent to which, performance of any of its

obligations under this Agreement is affected by the Force Majeure Event;

- (iii) The measures which the Lessee has taken, or proposes to take to alleviate the impact of the Force Majeure Event or mitigate the damage and to resume performance of such of its obligations affected thereby and any other relevant information.

1.28.2. Failure by the Lessee to give notice to the lessor within the time period specified above shall not prevent the Lessee from giving such notice at a later time, provided however that in such case the Lessee shall not be eligible for the remedies for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice has been given.

1.28.3. The Force Majeure Event shall not absolve the Lessee from the obligation of payments in respect of liabilities incurred prior to the occurrence of the Force Majeure Event.

1.28.4. For as long as the Lessee continues to claim to be affected by a Force Majeure Event, the Lessee shall provide the lessor with regular (and not less than fortnightly) written reports containing the information sought above or any such other information requested by the lessor .

1.29. Remedies for Force Majeure

1.29.1. If the Lessee has, at all times since the occurrence of the Force Majeure Event complied with the obligations of mitigation as provided above and continues to comply with them, then the Lessee shall be entitled to the following relief:

1.29.2. The obligations of the Lessee to the extent they are affected shall be suspended for the period of the Force Majeure Event;

1.30. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution Mechanism of this Agreement;

Provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/ or excuse on account of such Force Majeure Event.

1.31. Lessee Event of Default

The following events shall be considered as events of default on the part of the Lessee;

- i. The Lessee fails to meet the Conditions Precedent as specified in Clause 1.11.2;
- ii. The Performance Security has been encashed and appropriated in accordance with Clause 1.20 and the Lessee fails to replenish or provided fresh Performance Security within the period specified in Clause 1.20;
- iii. Subsequent to the replacement or furnishing of fresh Performance Security in

- accordance with Clause (iii), the Lessee fails to cure within a period of 3 (three) months the Lessee Event of Default for which whole or part of the Performance Security was appropriated;
- iv. The Lessee utilises the property for purposes other than for which it was leased out;
 - v. The Lessee commits any material breach, or is otherwise in violation of any of its obligations / provisions, under this Agreement;
 - vi. The Lessee does not pay any or all applicable taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of this Agreement and all other Project Agreements;
 - vii. The Lessee repudiates the Agreement or otherwise expresses an intention not to be bound by this Agreement;
 - viii. The Lessee is in breach of the maintenance requirements in the Agreement;
 - ix. The Lessee has failed to make any payment to Superintending Engineer, R.W. Division, Puri within the period specified in the Agreement including Annual Lease Rental;
 - x. An order is made or a resolution is passed for the liquidation, bankruptcy, dissolution or appointment of a receiver of the Lessee which is not, if capable of being so, discharged or, as the case may be, revoked within 3 (three) months thereafter;
 - xi. The Lessee has created any encumbrance on the Project Assets or Project Facility in favor of any entity save as otherwise expressly permitted under this Agreement;
 - xii. Any assets or share of the Lessee are expropriated, confiscated, compulsorily acquired or nationalized by any Government, authority, entity or agency due to an act or omission of the Lessee or its shareholders;
 - xiii. A breach of any representation or warranty by the Lessee which materially adversely affects the Lessee's ability to perform its obligations under this Agreement;
 - xiv. The Lessee abandons the operations of the Project Facility for more than 15 (fifteen) consecutive days without the prior consent of the lessor.

1.32. Suspension upon Lessee Event of Default

Upon occurrence of a Lessee Event of Default, the lessor shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of termination hereunder, to -

- i. suspend all rights of the Lessee under this Agreement including the Lessee's right to collect tariff, and other revenues pursuant hereto, and
- ii. exercise such rights itself or authorize any other person to exercise the same on its behalf during such suspension. Suspension hereunder shall be effective forthwith upon issue of notice by the lessor to the Lessee and may extend up to a period not exceeding 6 (six) months from the date of issue of such notice.

1.33. The lessor to act on behalf of Lessee

- During the period of suspension, the lessor shall, on behalf of the Lessee, run the Project and collect the Fee, under and in accordance with this Agreement and

the lessor shall be entitled to make use of the revenues collected as above for meeting the costs incurred by it for remedying and rectifying the cause of suspension.

- During the period of suspension hereunder, all liabilities in relation to the Project shall continue to vest with the Lessee and all actions taken, including expenditure incurred by the lessor for discharging the obligations of the Lessee under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Lessee and the Lessee undertakes to indemnify the lessor for all costs incurred during such period.

1.34. Revocation of suspension

- (i) In the event the lessor rectifies or removes the cause of suspension within a period not exceeding 2 (two) months from the date of suspension, the lessor shall revoke the suspension forthwith and restore all rights of the Lessee under this Agreement.
- (ii) In the event the Lessee cures the Lessee Event of Default within a period not exceeding 3 (three) months from the date of suspension the lessor shall revoke the suspension forthwith and restore all rights of the Lessee under this Agreement.

1.35. Termination

- i. At any time during the period of suspension under this clause, the Lessee may by notice require the lessor to revoke the suspension and issue a termination Notice. the lessor shall within 2 (two) months of receipt of such notice, terminate this Agreement under and in accordance with clause.
- ii. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 3 (three) months from the date of Suspension hereunder as set forth in this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a termination Notice had been issued by the lessor upon occurrence of a Lessee Event of Default.

1.36. The lessor Event of Default

The following events shall be considered as events of default on the part of the lessor namely: -

- i. the lessor fails to meet the Conditions Precedent as per Clause 1.9.1; or
- ii. the lessor unlawfully repudiates or expresses an intention not to be bound by the provisions of this Agreement:

- iii. Provided that any of the aforesaid is not caused due to a Lessee Event of Default under this Agreement or due to the occurrence of Force Majeure Events.

1.37. Termination of agreement

1.37.1. Termination by the lessor

the lessor shall be entitled to terminate this Agreement on occurrence of any or all of the Lessee Event of Default.

1.37.2. Termination by Lessee

The Lessee shall be entitled to terminate this Agreement on occurrence of any or all of the lessor Event of Default.

1.37.3. Termination procedure

- (i) Issue of Termination Notice: On the occurrence of any Event of Default, the non-defaulting Party may initiate termination of this Agreement by issuing a termination Notice to the defaulting Party setting out in detail the underlying Event of Default and the estimated payment on termination, including the details of computation thereof. A notice period of 3 (three) months should be provided when issuing the termination Notice.
- (ii) Consultation Period: Following the issue of the termination Notice, and subject to the above clauses, the Parties shall consult for a period of 2 (two) months or for such period as the Parties mutually agree to determine the steps that are proposed to be taken to rectify or remedy the cause of the issue of the termination Notice. During the Consultation Period, both Parties shall continue to perform their respective obligations under this Agreement.
- (iii) Withdrawal of termination Notice: If the defaulting Party rectifies or remedies the default within the Consultation Period to the satisfaction of the non- defaulting Party or suitable steps are taken towards rectification or the Event of Default ceases to exist, the termination Notice shall be withdrawn.
- (iv) Termination: If the defaulting Party does not rectify or remedy the default within the Consultation Period to the satisfaction of the non-defaulting Party, the Agreement shall be terminated on expiry of the Consultation Period.
- (v) In the event of expiry of the Consultation Period as given in Claus3 1.37.3 – (iii), the lessor shall be entitled to issue a notice which shall be deemed to mean an immediate expiry of this Agreement and an immediate transfer of the Project Assets and Project Facility to the lessor.

1.38. Procedure after Termination

the lessor shall, at its discretion, substitute the Lessee by selecting another competent party to assume the rights and obligations of the Lessee as per the provisions of the Agreement, within a period of 3 (three) months of termination or take any other measures. The Lessee shall, upon termination, hand over

the Project Assets and the Project Facility the lessor within 1 (one) month of termination.

1.39. Compensation on Termination

1.39.1. Termination before Appointed Date

- i. In case the Agreement is terminated due to Lessee Event of Default, the lessor shall not be liable to make any payment to the Lessee.
 - ii. In case the Agreement is terminated by the Lessee due to the lessor Event of Default, the Lessee shall be reimbursed the amount advanced to the lessor including Upfront Payment, Annual Lease Rental for first year and Performance Security shall be returned to the Lessee. The Lessee shall not be entitled to any interests on the amount advanced.
- (i) Termination after Appointed Date In case the Agreement is terminated due to Lessee Event of Default, the lessor shall not be liable to make any payment to the Lessee. The Performance Security shall be forfeited and shall be utilized by the lessor to settle any outstanding dues and other claims of the lessor on the Lessee.
- (ii) In case the Agreement is terminated by the Lessee due to the lessor Event of Default, the lessor shall release the Upfront Payment, Performance Security and part of the Annual Lease Rental in proportion to the remaining days of operation in that Agreement year to the Lessee without interest.

1.40. Divestments of rights after Termination

Upon termination, the Lessee shall comply with and conform to the following divestment requirements namely: -

- (i) Deliver forthwith the actual, or possession of the Project Assets and Project Facility, on "as is where is" basis after bringing them to a safe condition free and clear of encumbrances;
- (ii) Deliver relevant records and reports pertaining to the Project and its operation and maintenance, including all programs and manuals pertaining thereto and maintenance certificates obtained hitherto, as on the date of termination;
- (iii) Transfer or deliver all applicable Permits to the extent permissible under Applicable Law;
- (iv) Execute such deeds of conveyance, documents and other writings as the lessor may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Lessee in the Project including the right to receive outstanding insurance claims to the extent due and payable to the lessor, absolutely unto the lessor or its nominee;
- (v) Comply with all other requirements as may be prescribed or required under Applicable Law, for completing the divestment and assignment of all

rights, title and interest of the Lessee in the Project, free from all encumbrances, absolutely unto the lessor or to its nominee.

(vi) The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the divestment requirements have been fulfilled, and the lessor shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in II

(vii) Vesting Certificate which will have the effect of constituting evidence of divestment by the Lessee all of its rights, title and interest in the Project, and their vesting in the lessor pursuant hereto.

(viii) It is expressly agreed that any defect or deficiency in the divestment requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the lessor or its nominee on, or in respect of, the Project on the footing that all divestment requirements have been complied with by the Lessee.

- 1.40.1. The Lessee shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Lessee in the Project in favour of the lessor upon termination, save and except that all stamp duties payable on any deeds or documents executed by the Lessee in connection with such divestment shall be borne by the lessor.
- 1.40.2. The Lessee shall not make any modifications to the Project Assets or Project Facilities which could have an adverse impact on the operations of or on the value of the assets at the Project Facility during the last 5 (five) years of the Lease Period.
- 1.40.3. No demolition of the Project Facility – in part or full – shall be allowed during the last five (5) years of the Lease Period unless specifically approved by the lessor. In the last 5 (five) years of the Lease Period, the Lessee shall not remove or cause removal of any movable assets from the Project Facility without prior permission of the lessor.
- 1.40.4. The Lessee agrees that at least 12 months prior to the expiry by efflux of time of the Lease Period it shall cause to be conducted at its cost by an expert – appointed by both Parties on mutual consent – a condition survey and an inventory of the entire Project Site & Project Facility / Assets. If, as the result of such survey, the expert observes that the Project Facilities have not been operated and maintained in accordance with the requirements of this Agreement (over and above normal wear & tear), the Lessee shall, at its cost & expense, take all necessary steps to ensure that the Project Facilities are in good working condition well before the Transfer Date. In the event the Lessee fails to comply with this provision, the lessor shall itself cause the condition survey and the inventory of the Project Assets & Project Facilities to be conducted and remove any defect or deficiency observed in the survey. the lessor shall be promptly reimbursed by the Lessee for costs incurred in conducting such survey, preparation of inventory and curing of Project Assets & Project Facilities.
- 1.40.5. If the Lessee fails to handover the peaceful possession of the Project

Facility within one month of termination, the lessor shall have the right to charge for illegal use and occupation of the premises, a daily amount equivalent to 2% (two percent) of the Annual Lease Rental payable at the time of termination till such time the premises is vacated by the Lessee.

1.40.6. In the event of any dispute relating to the matters covered by this clause, the Dispute Resolution Mechanism of this Agreement shall apply.

1.41. Transfer of Project Assets upon expiry of Lease Period

1.41.1. On the expiry of the Lease Period, the Lessee shall hand over to the lessor, free of cost the Project Assets and Project Facility on as is where is basis on the date of expiry of the Lease Period.

1.42. Liability & Indemnity

1.42.1. General Indemnity

1.42.1.1. The Lessee shall indemnify, defend and hold the lessor harmless against any and all proceedings, actions and third party claims arising out of a breach by Lessee of any of its obligations under this Agreement except to the extent that any such claim has arisen due to the lessor Event of Default.

1.42.1.2. the lessor will, indemnify, defend and hold harmless the Lessee against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of the lessor and/or arising of a breach by the lessor, its officers, servants and agents of any obligations of the lessor under this Agreement except to the extent that any such claim has arisen due to Lessee Event of Default.

1.42.1.3. Without limiting the generality of this Article, the Lessee shall fully indemnify, hold harmless and defend the lessor including its officers, servants, agents and subsidiaries from and against any and all loss as and damages arising out of or with respect to failure of the Lessee to comply with Applicable Law and Applicable Permits; payments of taxes relating to the Lessee's contractors, suppliers and representatives' income or other taxes required to be paid by the Lessee without reimbursement hereunder; non-payment of amounts due as a result of materials or services furnished to the Lessee or any of its contractors which are payable by the Lessee or any of its contractors;

1.42.1.4. Without limiting the generality of the provisions of this Clause, the Lessee shall fully indemnify, hold harmless and defend the lessor from and against any and all damages which the lessor may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any material, information, design or process used by the Lessee or by the Lessee's Contractors in performing the Lessee's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Lessee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to

secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Lessee shall promptly make every reasonable effort to secure for the lessor a license, at no cost to the lessor, authorizing continued use of the infringing work. If the Lessee is unable to secure such license within a reasonable time, the Lessee shall, at its own expense and without impairing the specifications and standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.

- 1.42.1.5. In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article, it shall notify the other Party ("Indemnifying Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party - such approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any cost involved to its reasonable satisfaction.

1.43. Defence of claims

- 1.43.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.
- 1.43.2. If the Indemnifying Party has exercised its rights under this Agreement, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed)
- 1.43.3. If the Indemnifying Party exercises its rights under this Agreement, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and

expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless -

- a. the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- c. the Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either –
 - that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement,

Provided that if sub-clauses (b), (c) or (d) of Clause 1.43.2 shall be applicable, counsel for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

1.44. Miscellaneous

1.44.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Odisha shall have jurisdiction over matters arising out of or relating to this Agreement.

1.44.2. Assignment and charges

- The Lessee shall not assign this Agreement or its rights, benefits and obligations, to any person, save and with the prior consent in writing of the lessor .
- The Lessee shall not create or permit any encumbrance or otherwise transfer or dispose any or all of its rights and benefits under this Agreement except with the prior consent in writing of the lessor .

1.44.3. Amendments

This Agreement and the Schedules, Annexure and Appendices thereof together with the Bidding Documents and its Schedules, Annexure, Appendices and Addenda and other communication between the lessor and the Lessee constitute a complete and exclusive understanding of the agreement terms between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

1.44.4. Time

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the lessor failing which time shall be the essence.

1.44.5. Confidentiality

The Lessee, for themselves and their affiliates, agents, sub-contractors, employees, and retained professionals, agree to keep the provisions of this Agreement confidential from third parties and not to make any public announcements or public disclosures or communicate with any news media with respect to the subject matter hereof without the written consent of the lessor ;

Provided that such disclosure:

- (a) is required pursuant to any relevant statutory or regulatory requirements or duties

or any relevant terms of the Applicable Law; or (b) relates to information which is already in the public domain, other than as a result of breach of this clause by the Lessee.

1.44.6. No partnership

Nothing contained in this Agreement shall constitute or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

1.44.7. Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, or any liability to, any person not a Party to this Agreement.

1.44.8. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.44.9. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

1.44.10. Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to Dispute Resolution Mechanism under this Agreement or otherwise.

1.44.11. Liability and indemnity

The Lessee will indemnify and hold harmless Superintending Engineer, R.W. Division, Puri and its nominees / successors / assigns against any and all suits, proceedings, actions, demands and third-party claims for any loss, damage, cost and expense arising out of any breach of provisions of the Agreement by the Lessee or on account of any deficiency in provision of services by the Lessee to any User.

1.44.12. Immunity to the lessor

If any accident – pursuant to the utilisation of the Project Assets and the Project Facilities under this Agreement – results in injury or death of any person, including the employees of the Lessee, the Lessee hereby undertakes that all liability, civil and criminal, will be to the account of the Lessee unless it is covered by the Insurance Cover. In addition, the Lessee undertakes that all liability, civil and criminal, will be to the account of the Lessee in case the Project Assets or Project Facilities are utilised for any activities proscribed by Applicable Law. The Lessee holds harmless the lessor and its nominees / successors / assigns against any and all suits, proceedings, actions, demands and third-party claims for any loss, damage, cost and expense arising out of the events mentioned above, either caused on account of any deficiency in provision of services by the Lessee or caused by any third party. In the event of the Lessee not meeting the liabilities resulting from the above, the Performance Security may be utilised in meeting the liabilities resulting from the

above

1.44.13. Dispute Resolution Mechanism

The Parties will attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement or the performance of the Agreement (a "Dispute") through negotiations between senior authorized representatives of each Party with authority to settle the relevant dispute. If the Dispute has not been settled through negotiations within 14 days from the date on which either Party has served written notice on the other regarding the Dispute (the "Notice"), or such longer period as may be mutually agreed by the Parties, then the remaining provisions of this clause shall apply.

If the Dispute is not resolved in accordance with the provisions of the clause above, either Party shall be entitled to approach the court to resolve the issue; While any dispute is pending, both Parties shall, save as otherwise provided herein, continue to perform their respective obligations under this Agreement and shall not, whether by act or omission, impede or otherwise interfere with the endeavors of the defaulting Party to remedy the breach or default to which such Dispute relates. The legal proceedings shall be held in Bhubaneswar and shall be conducted in English.

Schedule I - Letter of Award

Schedule II – Project Assets
[To be inserted after Joint Verification on Handover Date]

Schedule III
Vesting Certificate

(i) Superintending Engineer, R.W. Division, Puri represented by RD Department, refers to the Lease, cum Development Agreement dated _____2026 (the “Agreement”) entered into between Superintending Engineer, R.W. Division, Puri and _____(the “Lessee”) for Operation and Management of Inspection Bunglow at Puri under long term lease agreement.

(ii) Superintending Engineer, R.W. Division, Puri hereby acknowledges compliance and fulfilment by the Lessee of the Divestment Requirements set forth in the Agreement on the basis that upon issue of this Vesting Certificate, Superintending Engineer, R.W. Division, Puri shall be deemed to have acquired, and all title and interest of the Lessee in or about the Project Assets shall be deemed to have vested unto Superintending Engineer, R.W. Division, Puri, free from any encumbrances, charges and liens whatsoever.

(iii) Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Lessee to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/ or relieving the Lessee in any manner of the same.

Signed this _____ day of _____, 2026 at Bhubaneswar

AGREED, ACCEPTED AND SIGNED, For and on behalf of LESSEE by: (Signature)	SIGNED, SEALED AND DELIVERED For and on behalf of RD Department by: (Signature) Name Superintending Engineer, R.W. Division, Puri
--	--

In witness whereof the parties have signed this deed of Agreement on the date & year mentioned above.

In presence of -

Witness

1. Name :
presence
Address

Signature of the Officer acting in the
for and on behalf of RD Department

2. Name :
Address
presence

Signature of the Officer acting in the
for and on behalf of _____

Annexure VIII – Performance Bank Guarantee

Form of Bank Guarantee for Performance Security

To

Superintending Engineer,
R.W. Division, Puri

WHEREAS _____[Name and address of the Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____[Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____[amount of Guarantee] [in

_____ words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our Branch at , Odisha, from whom, confirmation regarding the issue of this guarantee or extension / renewal

thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation _____ letter _____ and _____ make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____(Rs. _____) and _____ the _____ guarantee shall remain valid till . Unless a claim or a demand in writing is made upon us on or before _____all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove."

Our liability under this guarantee shall not exceed Rs.____(Rupees_____).

This bank guarantee shall be valid up to _____.

We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In the presence of Name and Designation

1 _____(Name, Signature & Occupation)

Name of the Bank Address

2 _____(Name & Occupation)

Date

Annexure IX: Format for Financial Proposal

<Letter head of the Bidder>

<Letter No. _____ Date: _____>

Bid No: _____

To

Chief Engineer, Buildings & Bridges,
O/o the EIC, Rural Works,
Odisha, Bhubaneswar- 751001

Sub: Financial Proposal for “RFP for Selection of Bidder for operation and management of Inspection Bungalow at Puri under long term lease agreement”

Sir,

With reference to the subject RFP document dated __/__/ we have examined the Bidding documents and understood their contents,

I/ We offer to upgrade, operate, maintain and manage the property at PURI in accordance with the stipulated terms and conditions and other particulars therein as defined in the RFP.

I/ We hereby agree to pay the following as Upfront fee for the “Inspection Bungalow at Puri” for a lease period of 10 years. I/ We also hereby agree to pay Annual Rental Fee at the rate of 10% of Upfront fee, which shall be increased by 10% biennially (after every 2 year).

Upfront Fee (in INR):

Upfront Fee (in Words):

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

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

Yours faithfully,

Authorised Signatory

DETAIL INFORMATION OF RURAL WORKS INSPECTION BUNGALOW (I.B), PURI IN THE DISTRICT OF PURI

Annexure B : Property Details

ENTRANCE/ ADMIN BLOCK					
GROUND FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No' s	Total Area in Sq.M
1	2	3	4	5	6
1	LOBBY & CORRIDOR	5.1x4.55	23.20	1	23.20
2	ELECTRICAL ROOM	4.55x2.35	10.69	1	10.69
3	ADMIN OFFICE	6.94x3.47	24.08	1	24.08
4	TOILET (ADMIN OFFICE)	3.21x1.74	5.58	1	5.58
5	COMMON TOILET	2.35x1.12	2.63	1	2.63
6	ROOM-1	4.3x2.8	12.04	1	12.04
7	ROOM -2	4.55x4.355	19.82	1	19.82
8	TOILET (ROOM-1)	2.36X2.03	4.79	1	4.79
9	TOILET (ROOM-2)	2.64X2.045	5.40	1	5.40
10	LIFT	2.8x1.65	4.62	1	4.62
11	BALCONY	4.56x2.1	19.15	2	19.15
12	CORRIDOR	5.42X1.93	10.46	1	10.46
13	CORRIDOR (ENTRANCE)	12.90X4.13	53.27	1	53.27
14	PARKING (ENTRANCE)	12.16X3.72	45.23	1	45.23
15	PARKING	11.0X15.67	172.37	1	172.37
16	PORTICO		30.17	1	30.17
17	PLANET AREA	6.85X12.16	83.29	1	83.29
18	BACK SIDE GARDEN AREA	12.5x10.6	132.5	1	132.5

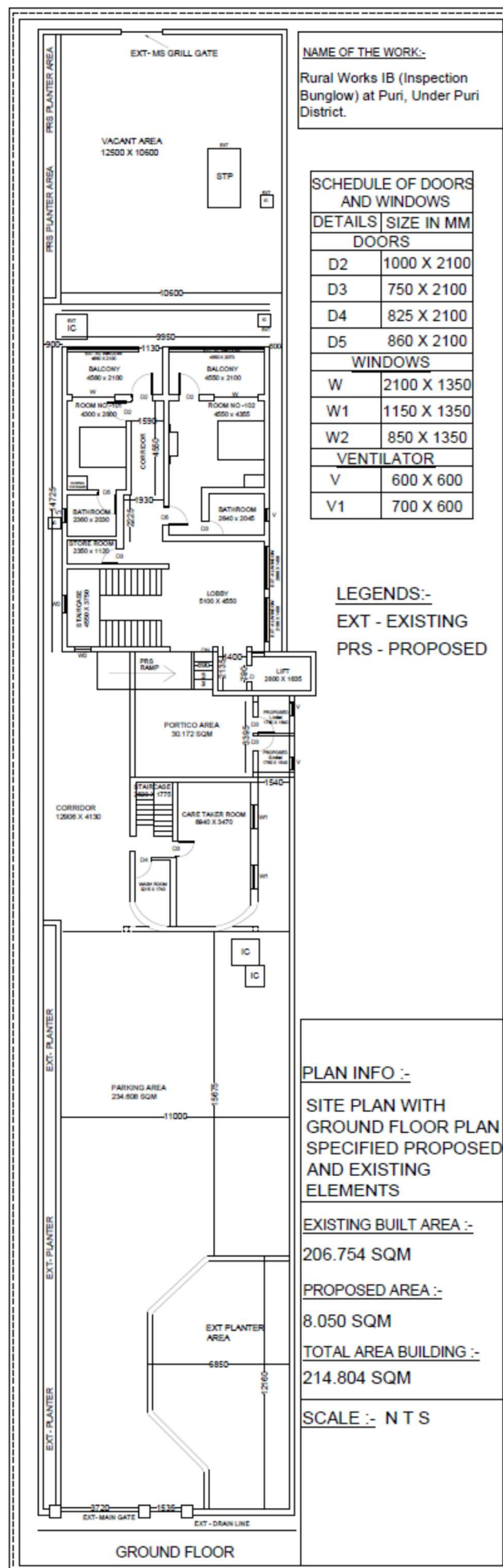
FIRST FLOOR

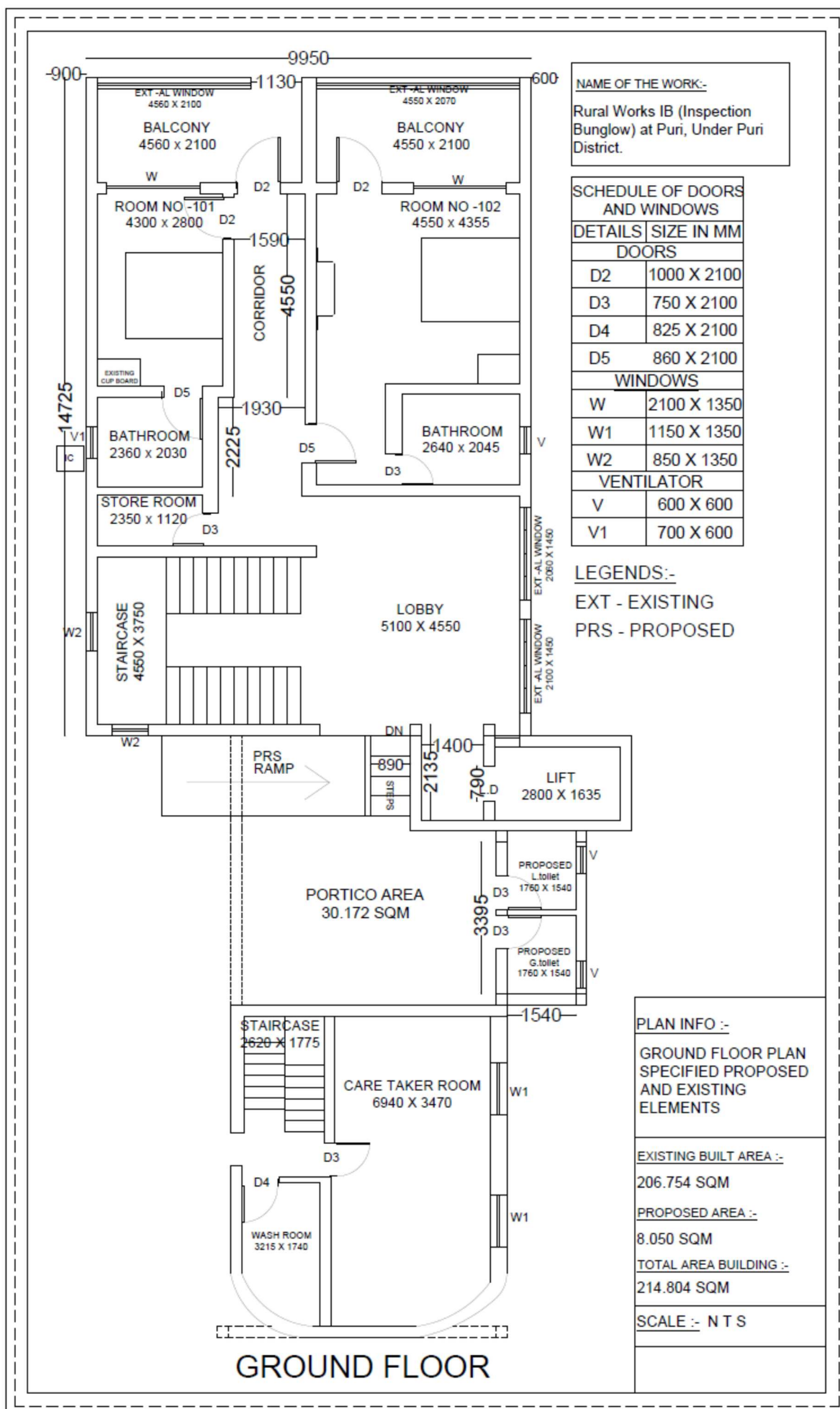
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	ROOM-1	4.55X5.8	26.39	1	26.39
2	ROOM-2	4.65X5.9	27.43	1	27.43
3	BALCONY	4.55X1.75	15.92	2	15.92
4	TOILET (ROOM-1)	2.33X2.1	4.89	1	4.89
5	TOILET(ROOM-2)	2.86X1.99	5.69	1	5.69
6	STORE	2.45X1.94	4.75	1	4.75
7	LOBBY	5.67X4.9	27.78	1	27.78
8	DINING	6.06X5.59	33.87	1	33.87
9	KITCHEN	6.8X5.1	34.68	1	34.68
10	LIFT	3.32X1.65	5.47	1	5.47

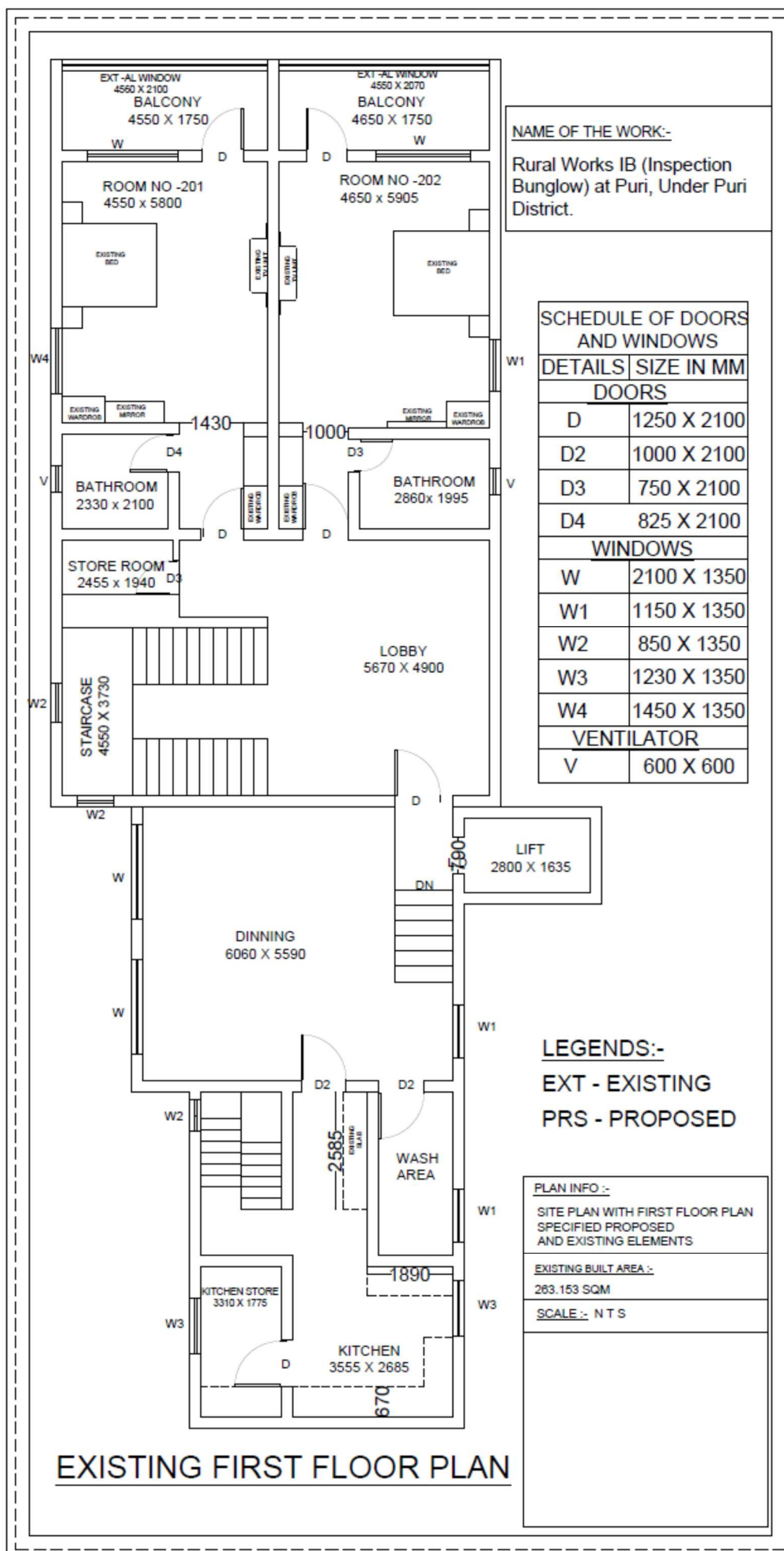
SECOND FLOOR

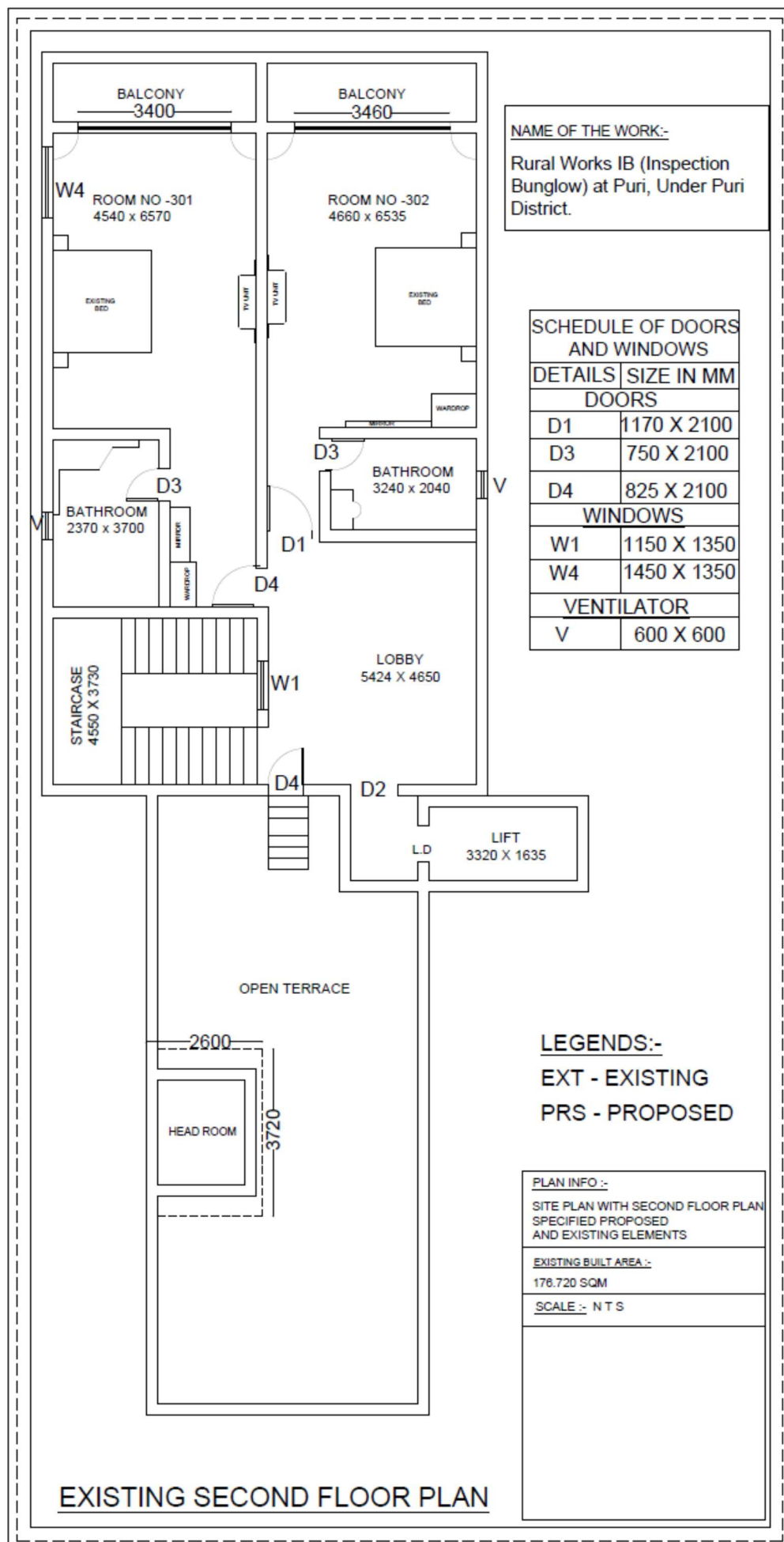
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	ROOM-1	4.54X6.57	29.82	1	29.82
2	ROOM-2	4.66X6.53	30.42	1	30.42
3	BALCONY	3.4X1.75	11.9	2	11.9
4	TOILET (ROOM-1)	2.37X3.7	8.76	1	8.76
5	TOILET (ROOM-2)	3.24X2.04	6.6	1	6.6
7	LOBBY	5.42X4.65	25.20	1	25.20











Section 8

Procedure under E-Tendering

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 period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process.

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State 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.in> will appear of the "Active Tenders" 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 download the bid documents from the web site.

c) Deleted.

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 online 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 queries 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 and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download 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 upload 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.

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.

1.9 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 upload 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 downloaded for the work in designated Cell and uploads 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 blacklisted 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 Deleted.

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 upload 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 uploading 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.

3.3 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.

3.4 In the e-procurement process each processes are 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.

3.5 The Bidder should ensure clarity of the document uploaded 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.

4. SUBMISSION OF BIDS:-

4.1 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.

4.2 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.

4.3 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.

4.4 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 place only in case of percentage rate tender.

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

4.6 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 summary 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.

4.7 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.

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

- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 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.
- 4.14 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.
- 4.15 The 'Online bidder' shall digitally sign on all statement's 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.

5. SECURITY OF BID SUBMISSION:

- a. 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.
- b. 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.

6. DEADLINE FOR SUBMISSION OF THE BIDS:

- 6.1 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.

7. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 7.3 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.

8. LATE BIDS:

- 8.1 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.

9. MODIFICATION AND WITHDRAWAL OF BIDS:

- 9.1 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.

9.2 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.

10. OPENING OF THE BID:

10.1 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.

10.1.1 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.

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

10.2 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.

10.3 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".

10.4 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.

10.5 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.

11. EVALUATION OF BIDS: -

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if

necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non-submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

11.4 Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

11.6 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.

11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. Any discounts and withdrawals, and such

other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

12. CLARIFICATION AND NEGOTIATION OF BIDS:

12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.

13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The

Procurement Officer-Publisher shall upload the summery and declare the process as complete.

13.4 If the L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted y the L1 bidder, otherwise the tender will be cancelled.

14. BLOCKING OF PORTAL REGISTRATION

14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

14.6 Fails to execute the agreement within the stipulated date.

14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

14.8 Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

DISCLAIMER

The Applicant must read all the instructions in the RFP and submit the same accordingly.

Sd/-

Chief Engineer, Bridges & Buildings
O/o the E.I.C Rural Works (O), Bhubaneswar

Signature Not Verified

Digitally signed by PRABHAKARA
BEHERA

Date: 2026.05.13 18:50:33 IST

Location: Odisha-OD