

INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)



PREQUALIFICATION CUM e-TENDER NOTICE FOR

Appointment of Consultant for obtaining CRZ Clearance for two places i.e for :

(1) Car , Bike parking area & SulabhShauchalaya area with two Km Beach stretch up & down from DigambereniChowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.

(2) Area between sea and PuriKonark highway from Ramchandi Temple to Lotus Restaurant and also the area 500mtrs X 500 mtrs left to PuriKonark highway opposite to Ramchandi temple under Infrastructure Development at Puri- Shree JagannathDham- Ramchandi-Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha.

ESTIMATED COST Rs16,20,000.00

PLACES FOR CRZ CLEARANCE:TWO Nos. PLACES

BID SECURITY : Rs. 35,000.00

CLIENT:

INDIA TOURISM DEVELOPMENT CORPORATION LTD.

SCOPE COMPLEX, CORE -8,

7, LODI ROAD, NEW DELHI-110003



TENDER

INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(A Govt. of India Undertaking)

E-TENDER DOCUMENT

Name of Work :

Appointment of Consultant for obtaining CRZ Clearance for two places.i.e for :

(1) Car , Bike parking area & SulabhShauchalaya area with two Km Beach stretch up & down from DigambereniChowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.

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Estimated Cost	:	Rs16,20,000.00
Places for CRZ clearance	:	TWO Nos.Places
Bid Security	:	Rs. 35,000.00
Date of e-Tender publication	:	29-09-2017
Last date & Time of submission of e-Tenders	:	Upto 23: 59 HRS on 11-10-2017
Date& Time of opening of e-Tender	:	12-10-2017 At 16:00 HRS on

**Sr. Manager (Civil-HQ)
India Tourism DevelopmentCorporation Ltd.
Room No. 613, Scope Complex
Core – 8 , 7 – Lodi Road
New Delhi**



INDEX

Name of Work:

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INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(Engineering Division)

PRE-QUALIFICATIONCUM E-TENDER NOTICE

Subject: Appointment of Consultant for obtaining CRZ Clearence for two places i.e for :

(1) Car , Bike parking area & SulabhShauchalaya area with two Km Beach stretch up & down from DigambereniChowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.

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1. e-tenders (online bids) are invited on behalf of **INDIA TOURISM DEVELOPMENT CORPORATION LTD, New Delhi, having the estimated cost of Rs16,20,000.00 for :**
“Appointment of Consultant for obtaining CRZ Clearence for three sites i.e the Tourist Facilitation Centre , Beach at Puri and Ramchandi TempleSites under Infrastructure Development at Puri- Shree JagannathDham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha.” from the firms accredited by National Accreditation Board of Education and Training /Quality Council of India (NABET/QCI) as per the guidelines of MoEF and should have at least 3 (Three) years of experience in CRZ clearance and NOC for the same.
2. The subject works are to be started from the 7th day after the day on which the Project Engineer issues the written order to commence the work in accordance with the phases if any indicated by the corporation in the tender document or handing over of site, whichever is later.
3. Tenders shall be uploaded as per the guidelines indicated in e-procurement website- <https://itdc.eproc.in>, www.tender.gov.in / [ww.eprocure.gov.in](http://www.eprocure.gov.in) and www.theashokgroup.com The bidder is expected to examine all instructions , forms, terms and conditions in the bidding documents. Failure to finish all information / documents as asked for in the NIT or submission of a bid not substantially responsive to the NIT in every respect will be at bidders risk and may result in rejection of its bid.
4. Tenders/ Bids can be downloaded from e-tender portal <https://itdc.eproc.in> , www.tender.gov.in / [ww.eprocure.gov.in](http://www.eprocure.gov.in) and www.theashokgroup.com.The online bids will be received up to 11-10-2017 **till 23:59 Hrs** The technical bids will be opened on 12-10-2017 **at 16:00 HRS.** electronically.
5. The bidders who are desirous of participating in e-tender shall upload their bids in the format prescribed in the tender document. The bidder shall upload the relevant digitally signed certificated, documents etc. after page numbering, signing and stamping all the documents. The bidder shall sign on all the documents, certificated uploaded by them owing the responsibility for their correctness/ authenticity.
6. The bids are required to be uploaded as per the guidelines indicated for e-procurement as given as website- <https://itdc.eproc.in>
7. In order to participate in the tender , the bidder has to register with e-tendering Service providers M/s C-1 India Pvt. Ltd., Plot No. 301, 1st Floor , Udyog Vihar Phase-2, Gurgaon-122015, Haryana, India on payment of prescribed annual registration fee. The details of which is given in the web site <https://itdc.eproc.in> The prospective bidder is required to contact Authorized Service Provider (ASP) M/s C-1 India Pvt. Ltd., Plot No. 301, 1st Floor , Udyog Vihar Phase-2, Gurgaon-122015, Haryana, India for any query/ process regarding e-tendering.

8. For any clarification with regard to tender enquiry, you may contact e-tendering helpdesk nos. 091-124-4302030/31/32 .Intending bidders in their own interest may approach the e-tendering helpdesk well in advance to ascertain the requirements to participate in the e-tender.

9. Minimum requirement for e- tendering

Computer System Requirements:

- Minimum of 512 MB of RAM.
- Minimum 1 USB port
- Windows Operating System
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity.
- Certificate with full chain.
- Certificate should not be expired it should be a valid certificate

Operating System

- Windows XP SP 3
- Windows 7

Browser Version

Internet Explorer Versions 8.0 or above/ Chrome/ Mozilla Firefox

10. The bidders are required to have Class 3 Digital Certificate (if they do not have) from authorized digital certificate Issuance Company.

11. e-tenders/ Bids are invited for the subject work from Normally Consultant who have done the similar works . However in the present case the eligibility criteria is given in the para 15 to 24. The tenderer/ bidder should carefully peruse the clauses mentioned as here under before submitting their tender, required clarification if any, may be sought prior to the submission of tender. No request for clarification will be entertained once the tender is submitted.

12. **Bid Security of Rs35,000.00(Rupees Thirty-five Thousand Only)** needs to be deposited online as per instructions given in the website-<https://itdc.eproc.in>. The cost of money transfer (including payment gateway commission and taxes etc.) has to be borne by the bidder. It is therefore , advised that the bidder should consider the time to process the payment electronically (i.e NEFT/RTGS, Net Banking, Credit/Debit cards) to ITDC , into consideration before submitting the bid. The ITDC will not be liable (in any case) for delay/non-payment in this regards.

The Bid Security may be forfeited –

- (a) If the Bidder withdraws the bid after bid opening during the period of Bid Validity.
- (b) In the case of a successful bidder , if this bidder fails to sign the Agreement within the specified time mentioned in the letter of Intent (which will be issued after award)

13. **Exemption from submission of Bid Security :**

The MSE's units shall be exempted from the submission of Bid Security on production of requisite proof in respect of valid registration certificate from MSME for the subject work. Firms in the process of obtaining MSE registration will not be considered for Bid Security exemption.

14. The price are to be quoted/ documents to be uploaded as per FORM - F 1, Part-B (Price Bid)

15. Proof of having successfully completed Similar works during last seven (7) years ending last day of the month previous to one in which tender are invited as per the following:

They must have completed at least one assignment of similar work.

SIMILAR WORKS MEANS :

Conducting all necessary studies and obtaining CRZ clearance, NOC for projects falling under CRZ

Note: The Consultants participating in tenders are required to submit completion certificates and copy of work orders issued by the client.

16. Copy of valid PAN No.
17. Copy of **Registration under GST Law.**
18. Copy of Registration with **PF, ESI authority(as applicable)**
19. Copy of the performance certificates for the works completed during the last 3 years issued by the clients along with the copy of work orders/ agreement.
20. Audited Balance Sheet for the last three Financial Years (As per Provision of Act) i.e.
 - (a) For the F.Y 2015-2016
 - (b) For the F.Y 2014-2015
 - (c) For the F.Y 2013-2014
21. Proof of average annual financial turn over during last three years ending 31st March of previous financial year should not be less than **Rs05.00 lakhs**
22. Latest Bank Solvency certificate from a schedule bank of value not less than **Rs06.50 Lakhs** to provided by the bidder. In any case it should not be older than 12 months from the last day of uploading of NIT.
23. History and Structure of firm, Name of Director(s)/ Partner(s)/ Proprietor with technical staff details and qualifications.
24. List of Equipments, Tools, Plants and office infrastructure.
25. An Affidavit on stamp paper of Rs.100.00 (Non-judicial) be submitted along the technical bid stating that **“In case any ambiguity is noticed in the documents (listed out documents) submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.”** This should be notarized.
26. On acceptance of tender, the Bid Security will be treated as part of the Security Deposit. The India Tourism Development Corporation Ltd. will return the Bid Security, where applicable to every unsuccessful tenderer.
27. The complete set of tender documents are to be digitally & Physically signed and stamped and all the enclosed documents should be attested by Gazetted Officer or officer of PSU or CA of the firm mentioned. All the documents are to be uploaded by scanning original attested copies and in readable font.
28. Original documents if required may be asked from the tenderers after opening of Technical bid for cross verification.
29. Submission of a tender/ bid by a tenderer/ bidder implies that he has read this notice and all other contract documents and has made himself of the scope of work to him by this Corporation and local conditions and other factors bearing on the execution of the work.
30. A tenderer / bidder shall submit the tender which satisfies each and every condition laid down in this notice , failing which the tender will be liable to be rejected.
31. The India Tourism Development Corporation do not bind themselves accept the lowest or any tender/ bid or to give any reasons for their decisions.

32. The India Tourism Development Corporation reserve to themselves the right of accepting the whole or any part of the bid /tender and the bidder/ tenderer shall be bound to perform the same at his quoted rates.
33. The validity of the tender(s)/ bid shall be up to 90 (Ninety) days from the date of opening of tender.
34. The Contractor shall be solely responsible for complying with all the provision of EPF, Misc. Provision Act 1952 and ESI Act relating to manpower engaged to this contract in due event of any liability on ITDC by virtue of its being the Principal Employer. Due to failure of contract to comply the said Acts, the contractor shall indemnify and reimburse the amount payable by ITDC on this Account.
35. This Notice of Tender shall form part of the Contract Agreement.
36. The e- bids have to be submitted in two parts as:

PART- A :

Technical Bid for :

Appointment of Consultant for obtaining CRZ Clearence for two places i.e for :

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(2) Area between sea and Puri Konark highway from Ramchandi Temple to Lotus Restaurant and also the area 500mtrs X 500 mtrs left to Puri Konark highway opposite to Ramchandi temple under Infrastructure Development at Puri- Shree Jagannath Dham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha.

and the application form along with enclosures/annexure/required documents in the Tender Documents marked as T-1 to T-6, terms of references containing the scope of work and terms and conditions duly signed and stamped on each page as token of acceptance. This will form part of the agreement, in case of your appointment subsequently take place.

PART- B :

Financial e-bid for:

Appointment of Consultant for obtaining CRZ Clearence for two places i.e for :

(1) Car , Bike parking area & Sulabh Shauchalaya area with two Km Beach stretch up & down from Digambereni Chowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.

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The format of price bid marked F-1 duly filled up shall be filled up & uploaded as mentioned. The quoted fees have to be indicated in words and figure both.

37. Your e-technical bid will be opened on 12-10-2017 **at 1600.00 HRS** and on acceptance of the same by ITDC Ltd, you will be required to make a presentation to ITDC Ltd. at New Delhi **within 10 days** of notification to you. After the presentation, the financial bid of the firms whose technical bids has been accepted by ITDC shall be opened electronically in the presence of firms who are available and evaluated as per the criteria indicated here below.
38. The format of summary evaluation sheet indicating our selection criteria is enclosed herewith for your information , purpose of making presentation by you.

39. Selection of the CRZ Consultant shall be based on QCBS system , where there will be the 75 % weight age for Technical bid to be finalized based on the presentation to be made by bidder and 25% for Financial bid of the respective bidder
40. You shall submit curriculum vitae and experience with regard to your team leader to be deployed by you on the project. These should be attached with the technical bid.
41. You are advised to visit the site to apprise yourself about the actual condition at site before submitting your offer.
42. The estimated project area of all the two sites of the work is 15.00 acre approx.for allthe three sites. No extra payment will be made in case of change of site location and on increase of site area.
43. The payment of fees for the services rendered by you shall be made in Indian Currency.
44. **The rates quoted by the bidders shall be exclusive of GST and Employer's ESI EPF contribution. Bidder shall submit to ITDC the GST Compliant Tax Invoice/ Debit Note/Revised Tax Invoice. GST charged in tax invoice/debit note/revised tax invoice by the bidder shall be released to the supplier only after bidder files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.**
45. **The statutory fee to the concerned Govt./ statutory body(s) if any required for CRZ clearance is not to be included in the quoted rates. Payment if any , shall be paid directly to the concerned Govt./ statutory body(s) by ITDC , as advised by the Consultant , on submission of documentary evidence / request.**
46. **All the other payments like preparation of CRZ maps as required for obtaining CRZ clearance ,boarding / lodging, visit to any place or office or any other expenditure shall not be payable to the consultant .**
47. **The successful bidder / consultant shall have to deposit an amount deemed to be the Performance Security equal to 10% (Ten Percent) of the Agreement Amount in the form of an irrevocable Bank Guarantee Bond of any schedule bank or State Bank of India in accordance with the form of Government Security, Fixed Deposit Receipt before issuance of the Work Order.**
48. **Bidders must visit the places for which the CRZ clearances are to be obtained before quoting their rates through e-bidding.**
49. **Any amendment in tender conditions , corrigendum or information to Re-call this tender on website only. Prospective bidders are advised to visit website regularly**
50. **The vendor ensure to pass the benefits accrued due to the GST to the ITDC. In contingency of any legal proceedings/actions taken by the Tax Authorities for non-compliance of anti profiteering clause by the vendor, the vendor shall indemnifies on Stamp paper or on letter head the ITDC from any losses monetary or otherwise suffered on account of non compliance of anti profiteering clause by the vendor.**
51. **The vendor shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non compliance on part of vendor under GST Act, which may affects the GSTN rating of ITDC.**
52. **In case of any non compliance by the vendor which result into loss of input tax credit under GST Law to ITDC, the vendor shall pay ITDC an amount equal to lost input tax credit along with interest/ penalties or any other monetary loss suffered because of such non compliance under GST Act.**

53. Vendor indemnify the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non compliance/default in paying tax by ITDC. Vendor shall indemnify ITDC in respect of the recourse action in care of "Black Listing" under the "Compliance Rating Score" mechanism due to non compliance/default by vendor.
 54. In case of any new tax/levy/duty etc becomes applicable after the date of Bidder's offer but before opening of the price bid, the bidder/contractor must convey respectively its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
 55. The fee quoted on the tender form shall include all taxes, duties, supervision, transportation etc. and nothing extra shall be payable on any account. However shall not include the GST & GST Cess (if applicable), which is to be reimbursed separately.
 56. As per law of land, statutory deduction like income tax/TDS under GST(as & when applicable) etc shall be made from the consultant bill as applicable.
-



Application Form cum checklist on the Letter Head of the Bidder

INDIA TOURISM DEVELOPMENT CORPORATION Ltd.

Invitation of Bids

To

**India Tourism Development Corporation Ltd.
New Dehi**

We the undersigned intend to participate in the e-tender bidding for the Appointment of Consultant for obtaining CRZ Clearance for two places i.e for :

(1) Car , Bike parking area & SulabhShauchalaya area with two Km Beach stretch up & down from DigambereniChowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.

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S.No.	INFORMATION REQUIRED FOR	WRITE THE DETAILS IN FRONT OF RESPECTIVE INFORMATION ASKED IN COLUMN (B)	SUPPORTING DOCUMENT ATTACHED OR NOT (Yes OR No)
(A)	(B)	(C)	(D)
1	Full name of the firm		
2	Year of establishment		
3	Full registered office Address of the firm		
4	Telephone/Fax/Mobile No./E-Mail of the firm		
5	Offices other than Home Country (Give Full Details)		
6	Full name and address of associate firm in India/Foreign Country		
7	Tender Documents Signed & Stamped by the agency		
8	Required Bid Security : (of Rs35,000.00) e-transaction details:. Date: Bank Name :		
9	Whether proprietorship/ partnership/public limited company (Please enclose partnership deed in case of partnership firm and M/A & A/A in case of company.) OR MSE OR Govt. Deptt, PSU		

10	<p>Eligibility Criteria for the consultant:</p> <p>The firms accredited by National Accreditation Board of Education and Training /Quality Council of India (NABET/QCI) as per the guidelines of MoEF and should have at least 3 (Three) years of experience in conducting studies for project falling under CRZ and obtaining NOC for the same. (Documentary proof is to be enclosed).</p>		
11	Name & address of the Chartered Accountant of the firm		
12	Membership No. of the firm C.A		
13	Proof of average annual financial turn over during last three years ending 31 st March of previous financial year should not be less than Rs05.00 Lakh		
14	Bank Solvency of value not less than of Rs06.50 Lakh to be provided by the bidder, not older than 12 months from the date of issue of NIT		
15	<p>Audit Balance Sheets of Last 3 Years(as per provision of Act)</p> <p style="text-align: center;">For the year 2013-14 For the year 2014-15 For the year 2015-16</p>		
16	Copy of PAN		
17	Proof of Registration under GST Law.		
18	Proof of Registration with ESI (As applicable)		
19	Proof of Registration with PF (As applicable)		
20	List of Machineries, Tools Plant , Equipments& office infrastructure		
21	<p>An Affidavit duly notarized on stamp paper ofRs. 100/- (non judicial) stated that:-</p> <p>In case any ambiguity notice in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.</p>		
22	Curriculum Vitae & Experience of team leader to be deployed by Consultant on the project.		
23	Total Number of full time field professionals / employees in the firm.		
24	No. of CRZ clearance obtained for Similar Work s in last 07 years:		

25	No. of Similar Works in hand		
26	Have the firm ever been debarred / black listed by any government Deptt/ PSU/ any employer		
27	All the above certificates/documents shall be submitted by the firms duly digitally signed with seal and attested by Gazetted Officer or the Officer of PSE or their CA and original shall be produced for verification as required.		
28	Application form duly filled up & signed up with seal of firm.		
29	Form T-1, T-2, T-3, T-4, T-5, T-6 & T-7 duly filled up with seal & signature of firm. Also the GST Annexure No. 2 & 2(a)		
30	Terms of Reference (TOR) studied & duly signed up with seal of firm.		
31	Any other relevant information (Thro separate sheet)		
32	Valid MSE Registration Certificate issued in name of bidder from competent authority.		
33	GST registration certificate/acknowledgement		
34	HSN code wise list of products to be sold by you/SAC of services provided by you.		

Certified that the above information is correct to the best of my/our knowledge and no relevant information is concealed. If at any time during or after the appointment, it is proved that the information furnished by me/us are wrong, ITDC shall have the liberty to take necessary action against me/our firm as per applicable law/ rules of land. We agree that the decision of ITDC in selection of Architect/Consultant will be final & binding on us.

Signature of Authorized Representative of the Firm

Date:

Name :

Place:

Designation :

Seal/stamp of the firm

Annexure 2

Particulars		Details	
Name <i>(As per Legal document)</i>			
Business Constitution (i) Proprietorship / (ii) Partnership / (iii) Hindu Undivided Family / (iv) Private Limited Company / (v) Public Limited Company (vi) Society/Club/Trust/Association of Persons / (vii) Government Department / (viii) Public Sector Undertaking / (ix) Unlimited Company / (x) Limited Liability Partnership / (xi) Local Authority / (xii) Statutory Body / (xiii) Foreign Limited Liability Partnership / (xiv) Foreign Company Registered (in India)			
“Bill to” Address <i>(Correctness of this address will help you in availing tax credit)</i>			
City			
State			
Postal Code			
Country			
Sr no	State	Address	GSTIN
1	Haryana	Gurgaon Branch	Abcdxxxxxxxxxxxx123
2		Delhi Branch	Abcdxxxxxxxxxxxx321
City			
State			
Postal Code			
Country			
Contact person for communicating any kind of mismatch in inputs-outputs. Please provide the name, designation, email id and contact no. of the relevant person.			
Tax Details			
Permanent Account Number (PAN)			

Documents to be attached:

1. GST registration certificate/acknowledgement
2. Copy of PAN

Annexure-2(a)

Supplier Name (As per Legal document)	
CIN (Corporate Identity Number)	
Whether Registered under GST Y or N	
Business Constitution (i) Proprietorship / (ii) Partnership / (iii) Hindu Undivided Family / (iv) Private Limited Company / (v) Public Limited Company (vi) Society/Club/Trust/Association of Persons / (vii) Government Department / (viii) Public Sector Undertaking /(ix) Unlimited Company / (x) Limited Liability Partnership /(xi) Local Authority / (xii) Statutory Body /(xiii) Foreign Limited Liability Partnership / (xiv) Foreign Company Registered (in India)	
Whether Availing the benefit of Composite Scheme Y or N	
"Bill from" address of the vendor and State Code	
State wise GSTIN of Vendor (of 'Bill from' location)	
"Ship from" address of the vendor and State Code	
Name of authorised signatory	
Designation of authorised signatory	
Contact person for communicating any kind of mismatch in inputs-outputs. Please provide the name, designation, email id and contact no. of the relevant person.	
Provisional GSTIN No. in each supplying state (from where material/Service is supplied to the Company) along with one of the following documents: (a) Registration Certificate provided by the Government (indicating GSTIN) (b) Screen shot of the GST website displaying your GSTIN Number (c) PDF of the email received from the Government providing provisional GSTIN No.	
Details of items Supplied to the Company	
Details of Goods supplied by the Vendor & HSN Code/ Excise classification of all goods supplied to the Company	
Details of Services supplied by the Vendor and Service Accounting Code of each such service	

Seal/Signature of vendor

INSTRUCTIONS

1. The application from the Consultant who should be National Accreditation Board of Education and Training /Quality Council of India (NABET/QCI) accredited as per the guidelines of MoEF should upload all the forms and Annexures duly filled in/typed along with the forwarding letter of the firm and copies of all required documents as mentioned in the e-tender Notice cum Prequalification through e-bidding till 11-10-2017.&upto 23:59 HRS.
2. All the pages of the tender and enclosures are to be filled up strictly as required in the format, signed and stamped by the authorized signatory of the firm.
3. The originals of these documents shall have to be produced for verification as and when required and asked by ITDC.
4. The firm shall have to provide facility for inspection of their project reports where CRZ clearance, NOC obtained /works in India to ITDC Ltd. and make available further details promptly as desired.
5. The firm shall attach copies of the detailed work orders/agreements/Completion/ performance certificates from clients confirming consultancy services provided by them for the similar works completed .
6. The firm shall submit an undertaking that they shall abide by the rules/laws governing such contracts from the financial, legal or other aspects as applicable on the land and pay taxes, duties and other statutory deduction as applicable. The undertaking only in the language/format (enclosed as Application Form cum checklist on the letter head of the bidder) shall have to be submitted with all required details clearly.
7. The documents only in English language shall be accepted.
8. Participation by Joint Ventures are not allowed for this case.
9. In case of consortium firms , the credentials of the lead partner only shall be considered.
10. The firm shall nominate one responsible person as authorized representative who shall sign/ correspond with the client.

Signature of Authorized Representative of the Firm.

Date:

Name:

Place:

Designation:
Seal/stamp of the firm

FORMAT OF ANNUAL TURNOVER AS PER THE AUDITED ACCOUNTS

S.No.	Financial Year	Turnover(INR)
1	2013-14	
2	2014-15	
3	2015-16	
4	Average Turnover of above three year	

(Signature of Authorized Signatory from Bidder side)

This is to certify that the above information has been examined by us on the basis of the relevant documents , books of accounts & other relevant information submitted above is as per our record.

(Signature & Seal of Chartered Accountant with their Membership No.)

Seal of C.A

**Personal Data Sheet :
Consultants/ Engineers/ Field professionals**

S. No.	Name of Consultants/ Engineers/ Field professionals	Position/ Area of expertise	Professional Qualification	Similar work related experience (Details & time period)

Signature of Authorized Representative of the Firm.

Date:

Name:

Place:

Designation:

Seal/stamp of the firm

Annexure

Details of similar works carried out by the consultant in the last seven years

S. No.	Description of work	Name of Client with Address and contact No.	Scope of work with Area	Award Value	Date of award	Date of start of work	Schedule date of completion of work	Actual date of completion	Reason for delay if any
	TOTAL								

Signature of Authorized Representative of the Firm.

Date:

Name:

Place:

Designation:

Seal/stamp of the firm

NON JUDICIAL PAPER OF Rs. 100.00**INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of _____, 2017, between, on one hand, the India Tourism Development Corporation (A Govt. of India Undertaking) acting through Shri _____, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and (**Name of the agency**) represented by Shri _____, Chief Executive Officer (hereinafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Services/Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores / Services.

WHEREAS the BIDDER is private company/public company /Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is India Tourism Development Corporation.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered with a view to: -

Enabling the BUYER to obtain/execute the desired said work at a competitive price of conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
Commitments of BIDDERS
3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through Intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian and foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for proposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4. Previous Transgression
- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.
5. Bid Security
While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Bid Security, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of India Tourism Development Corporation payable at New Delhi..
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to (as mentioned in tender document.)
 - (iii) The BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iv) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Bid Security shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be

- applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Bid Security for the period of its currency.
6. Sanctions for Violations
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Bid Security (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with the any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this PACT.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned in para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this PACT has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purpose of this PACT.
7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
8. Independent Monitors
- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addressed of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option of participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
9. Facilitation for Investigation
- In case of any allegation of violation of any provision of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. Law and Place of Jurisdiction: The Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
11. Other Legal Actions
- The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings
12. Validity

- 12.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity Pact at New Delhi on _____.

BUYER (ITDC)

BIDDER (Tenderer)

Name:

CHIEF EXECUTIVE OFFICER

Designation

Witness

Witness

1 _____

1 _____

2 _____

2 _____

**** Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.***

**** This Integrity Pact shall be signed by the Rep .of ITDC Ltd. On or after opening of the technical bids. But the agency has to submit the same duly signed, stamped .***

TERMS OF REFERENCE (TOR)

INDIA TOURSIM DEVELOPMENT CORPORATION LIMITED, a Government of India Undertaking having its registered office at Scope Complex Core -8, 7- Lodhi Road New Delhi -110003 (hereinafter called the "Corporation") intends to appoint **Appointment of Consultant for obtaining CRZ Clearance for three sites i.e the Tourist Facilitation Centre , Beach at Puri and Ramchandi Temple Sites under Infrastructure Development at Puri- Shree Jagannath Dham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In OdishaState** from the firms accredited by National Accreditation Board of Education and Training /Quality Council of India (NABET/QCI) as per the guidelines of MoEF.

The scope of work and terms and conditions in respect of the following work are as under.

Name of Work:-

Consultancy service for Appointment of Consultant for obtaining CRZ Clearance for two places i.e for :

(1) Car , Bike parking area &SulabhShauchalaya area with two Km Beach stretch up & down from DigambereniChowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.

(2)Area between sea and PuriKonark highway from Ramchandi Temple to Lotus Restaurant and also the area 500mtrs X 500 mtrs left to PuriKonark highway opposite to Ramchandi temple under Infrastructure Development at Puri- Shree JagannathDham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha.

(1) SCOPE OF WORK

- A) Conducting all related studies required for CRZ clearance , namely:
 - i) Identification of ecologically sensitive area in the coastal Regulation zone and formulating area specially management plan for such identified areas.
 - ii) EIA studies for the project based on scientific studies and in consultation with the state government / ITDC
 - iii) Collect relevant data to compile and complete requisite forms as per the EIA notification) for CRZ clearance.
 - iv) Disaster management report, risk Assessment report and environmental management Plan as per the requirement.
 - v) Any other study required for obtaining CRZ clearance for these said three project.

- B) The consultant will get prepared the CRZ map indicating HTL & LTL demarcated by authorized/ statutory body(s) in 1:4000 scales as per the requirement of CRZ Clearance authority for the project site(s) and superimpose the same on project layout map clearly indicating CRZ – I, II, III & IV area including other notified ecologically sensitive areas covering a radius around the project site as required for this purpose.

- C) The consultant will undertake the CRZ clearance process for ITDC and in obtaining CRZ clearances / No Objection Certificate (NOC) for Tourism Facilitation Centre, Beach development at Puri and Ramchandi Temple (near Konark) from concerned authority as applicable.

(2) DELIVERABLES

- 1. Draft EIA Reports - 04 copies
- 2. Final Report to the concerned authorities /Client
- 3. Presentation before CZMA/ client or any authority.
- 4. Any otherwork/ documents/ study/ approvals required to obtain CRZ clearance / NOC.

(3) Proposed Components of the project to be undertaken at these sites for which CRZ Clearance is sought.

I(a) **Multi-storied Parking cum Tourism Facilitation centre and Development of Beach front at Digabarinichowk, Puri , Odisha**
(a) B+S+2 Floor Building comprising of

- *Basement Parking & Toilet
- * Stilt Parking & Toilet
- *1st Floor-Tourism Facilitation centre comprising of Lobby, Food court, Guest Rooms, Toilets
- *2nd floor-Parking & Toilet
- *Terrace Parking & Toilet
- *Watch Tower

I(b) **Beach development comprising of provision of**

- *Benches
- *Change Room
- *Signage
- *Stone work for wall lining, cladding, cornices etc
- *Dustbins
- *Entry/Exit Gate
- * Kiosks

II) **Development of Ramchandi Temple. (8 KM from Konark)**

- Parking
- Benches
- Pilgrimage with Toilet(50pax)
- Benches
- Pathways
- Up gradation of existing Tourist block
- Illumination
- Drinking water facilities
- Entrance Gate
- Control Room
- Public conveniences(2nos)
- Jetties(2nos)
- Kiosk
- Landscaping
- Public conveniences with Bathing facilities
- Wall for protection of embankment
- Signage

The above components are indicative and may vary as per the requirement of ITDC/ DoT, Govt. of Odisha.

(4) TIME SCHEDULE

Obtaining CRZ Clearance / NOC complete : **(06)SIX MONTHS**

The consultant soon after receiving the LOI / Work Order will submit detailed time schedule for all the concerned activities to the Engineer-In –Charge within 07 days.

(5) FEES AND REIMBURSEMENT :

The Employer agrees to pay the Consultant as remuneration for the professional services to be rendered by the Consultant in relation to the said work as stipulated here of. The said fees being hereinafter called the “FEES”.

(6) MODE OF PAYMENT

For each of the services in scope of consultant as per the list of 3 sites, shall be paid in the following stages consistent with the work done plus reimbursable expenses as agreed upon. Payment made to the consultant shall be "on account" and shall be adjusted in the final fees payable.

STAGE	% AMOUNT TO BE PAID	TIME PERIOD
Stage I	10% (Ten percent) shall be released on furnishing of the Draft EIA report.	Within & up to one month
Stage II	40% (Forty percent) shall be released on furnishing of the EIA Report along with CRZ maps.	Within and up to three & half months.
Stage III	60% (Sixty percent) shall be released on final submission of the Proposal and supporting documents to the final authority as applicable for obtaining CRZ clearance / NOC after crossing all the levels.	Within and up to four & half months.
Stage IV	100% (One Hundred percent) shall be released after getting CRZ Clearance / NOC	Within and up to six months.

(7) TRAVELLING:

No claim of any type regarding any travelling, boarding, lodging shall be paid to the consultant.

(8) EXTRA SERVICES AND SPECIAL COSTS

The employer shall pay to the consultant reasonable amount mutually agreed upon for any extra services rendered by them if the consultant is required to incur any drafting or any other expenses due to the major changes ordered by the employer after approval of, for the increased scope of work.

Provided that in the event of reduction of scope of the work after approval of the work done by the consultant at any of the stages, the consultant shall be entitled to the appropriate percentage due up to the relevant stage of the value of the portion of work that is abandoned and in addition, the percentage due on cost of the work completed.

(9) The consultant shall be fully responsible for the services provided by them i/c that of specialists or consultant, employed by him, if any, and also insure that the work is carried out strictly in accordance with the tender document.

(10) TIME EXTENSION

In the event of any delay, if the dealing engineer deems that work was delayed for some valid reason, he shall recommend for the extension of time for the completion of the assigned work along with the supporting information of the hindrances / bottle necks if any and the letter requesting the extension of time for completion of the assigned job from the consultant side with full justification of such delays.

The case shall be scrutinized on the basis of the dealing engineer's recommendations for granting time extension by the work awarding authority.

(11) LIQUIDATED DAMAGES FOR DELAY

In case of delay in completion of services, liquidated damages not exceeding the amount equal to 0.20% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (Ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security & Bid Security or otherwise. However, in case of delay due to reason beyond the control of Consultant, suitable extension of time shall be granted.

(12) TERMINATION.

In the event of the failure of the consultant to complete and do the work within time schedule started in the program chart and in a satisfactory manner or in the event of the consultant committing a breach of any one or more of the terms and condition of the agreement, without prejudice to his rights to claim/damages or any other rights or remedies under law, the employer shall be entitled to terminate the services of the consultant after issuance of show cause notice of seven (07) days

In case of termination of the work, the reports/ scheme/ studies prepared and submitted by the Consultant will be sole property of ITDC. ITDC will be free to implement the scheme directly or through any other consultant, with or without making changes to the original reports/ scheme/studies, for the same project for which the drawings were initiated.

In case of abandonment of the said work due to the reasons beyond the control of other party and it appearing to other party that there is no possibility of resumption of work with a reasonable period, then in that event, the agreement will be terminated on 2 months' notice on either side. In the event of such termination, no further payment except the payment or payments, which has or have already been made or which may become payable in accordance with the provision of clauses prior to the date of such abandonment, shall be made by Employer to the consultant.

(13) INSURANCE.

The Consultant shall keep ITDC indemnified against all liabilities of every kind in case of unforeseen eventualities related to personnel deployed in ITDC project premises for execution of the contract. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any personnel in the employment of the consultant save and except an accident or injury resulting from any act or default of the employer, his agents or servants and the consultant shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

(14) ARBITRATION.

Any dispute or difference whatsoever arising between the parties with regard to the interpretation, construction, meaning, scope, operation or effect of this agreement or the breach thereof shall be referred to the C&MD of ITDC Ltd. New Delhi for appointment of a Sole Arbitrator as per provisions of Arbitration and Conciliation Act 1996 as amended from time to time. The sole arbitrator shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The Arbitrator proceedings shall be hold in Delhi. The Laws of India shall govern this agreement. The Court in Delhi shall have exclusive jurisdiction.

(15) The Consultant shall follow the time schedule for the completion of various works as agreed upon.

Signature and Seal of the firm.

(On non judicial stamp paper of value Rs10.00)

Power of Attorney

Know all men by these presents, We, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms _____ 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 and selection as the Consultant for obtaining CRZ Clearance **for two places having three projects.i.e the Tourist Facilitation Centre , Beach at Puri and Ramchandi Temple Sites under Infrastructure Development at Puri- Shree Jagannath Dham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha**(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 if any 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 Consultancy and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHERE OF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2017.

For _____

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the 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 the Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carried a conforming Apostile certificate.*



SUMMARY EVALUATION SHEET
(FOR TECHNICAL AND FINANCIAL PROPOSAL)

WORK:

Consultancy Services for obtaining CRZ clearance and obtaining No Objection Certificate (NOC) for the Tourist Facilitation , Beach at Puri and Ramchandi Temple Sites under Infrastructure Development at Puri- Shree JagannathDham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), , Puri, Odisha. Nabakalebar-2015).

<i>Evaluation Criteria</i>	Maximum weight age	<i>Firm name & score</i>
I- TECHNICAL (of 75 unit weightage)		
a) <i>For Average Financial Turnover of last three F. Years.</i> <i>For Turn of Rs 5.00 Lakh : 5 Marks</i> <i>For Turn Over between Rs5.00 &Rs 10.00 Lakh : 7.5 Marks</i> <i>For Turn Over above Rs 10.00 Lakh : 10.00 Marks</i>	10	
b) <i>The work experience of similar projects and impact created thereof (preferably of international Standards)</i> <i>Obtaining CRZ Clearance for ONE Development work: 5.00 Marks</i> <i>Obtaining CRZ Clearance for TWO Development works : 7.50 Marks</i> <i>Obtaining CRZ Clearance for THREE Development works : 10.00 Marks</i>	10	
c) <i>Potential and constraints perceived by the Consultant for Consultancy Services for obtaining CRZ clearance and obtaining No Objection Certificate (NOC) in accordance to the scope of work and terms and conditions mentioned in Tender document for the above said work.</i>	10	
d) <i>General approach, concepts and elements to be adopted by the firm for the proposed scope of work after site visit.</i>	30	
e) <i>Manpower deployment and time schedule (detailed CV and experience with regard to consultant team i/c the team leader to be deployed on the project should be attached with the technical bid. Detail of manpower to be provided towards Consultancy Services for obtaining CRZ clearance and obtaining No Objection Certificate (NOC) in accordance to the scope of work and terms and conditions mentioned in Tender document for the above said work.</i>	15	
II- FINANCIAL (of 25 unit weightage)		
Maximum marks (highest bidder will get least marks and lowest bidder will get maximum marks)	25	
	100	

Evaluation Criteria

Technical (Weightage) – 75%

Financial (Weightage) – 25%



India Tourism Development Corporation Ltd. Price Bid (Specimen)

Name of work:

Appointment of Consultant for obtaining CRZ Clearance for the Tourist Facilitation , Beach at Puri and Ramchandi Temple Sites under Infrastructure Development at Puri- Shree JagannathDham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015).

S. No	DESCRIPTION	UNIT	RATE IN INR (In Fig.)	RATE IN INR (In Figures)	AMOUNT
1	Professional fee towards Consultancy Services for obtaining CRZ clearance and obtaining No Objection Certificate (NOC) in accordance to the scope of work and terms and conditions mentioned in Tender document for the following sites :-				
(a)	Car , Bike parking area & SulabhShauchalaya area with two Km Beach stretch up & down from DigambereniChowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.	Lump Sum		NOT TO BE QUOTED HERE	
(b)	Area between sea and PuriKonark highway from Ramchandi Temple to Lotus Restaurant and also the area 500mtrs X 500 mtrs left to PuriKonark highway opposite to Ramchandi temple under Infrastructure Development at Puri- Shree JagannathDham-Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha.	Lump Sum			
	TOTAL (In figures and Words)	Lump Sum			

Note :

The rates quoted by the bidders shall be exclusive of GST and Employer's ESI EPF contribution. Bidder shall submit to ITDC the GST Compliant Tax Invoice/ Debit Note/Revised Tax Invoice. GST charged in tax invoice/debit note/revised tax invoice by the bidder shall be released to the supplier only after bidder files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of

filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.

The payment to the concerned Govt./ statutory body(s) for preparation of CRZ maps is not to be included in the quoted rates. Payment if any , shall be paid directly to the concerned Govt./ statutory body(s) by ITDC, as advised by the Consultant, on submission of documentary evidence.

The quoted consultancy fees for all the services mentioned hereto will remain firm up to the completion of the work awarded.

I /We also certify that I/We have personally visited the sites and got myself/ ourselves acquainted with the local conditions. My / Our quoted price bid is valid for 90 days and based on our full understanding about the job.

Date :

Place :

Consultant's Name :

Consultant's signature with seal :



**India Tourism Development Corporation
Ltd.**

PART – B

PRICE BID

India Tourism Development Corporation Ltd.

Price Bid

Name of work:

Appointment of Consultant for obtaining CRZ Clearance for the Tourist Facilitation , Beach at Puri and Ramchandi Temple Sites under Infrastructure Development at Puri- Shree JagannathDham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015).

S. No	DESCRIPTION	UNIT	RATE IN INR (In Fig.)	RATE IN INR (In Figures)	AMOUNT
1	Professional fee towards Consultancy Services for obtaining CRZ clearance and obtaining No Objection Certificate (NOC) in accordance to the scope of work and terms and conditions mentioned in Tender document for the following sites :-				
(a)	Car, Bike parking area & Sulabh Shauchalaya area with two Km Beach stretch up & down from Digambereni Chowk, Puri for the Tourist Facilitation Centre and Beach development at Puri.	Lump Sum			
(b)	Area between sea and PuriKonark highway from Ramchandi Temple to Lotus Restaurant and also the area 500mtrs X 500 mtrs left to PuriKonark highway opposite to Ramchandi temple under Infrastructure Development at Puri- Shree Jagannath Dham- Ramchandi- Prachi River front at Deuli- Dhauli under Mega Circuit (For Nabakalebar-2015), In Odisha.	Lump Sum			
	TOTAL (In figures and Words)	Lump Sum			

Note :

The rates quoted by the bidders shall be exclusive of GST and Employer's ESI EPF contribution. Bidder shall submit to ITDC the GST Compliant Tax Invoice/ Debit Note/Revised Tax Invoice. GST charged in tax invoice/debit note/revised tax invoice by the bidder shall be released to the supplier only after bidder files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower

The payment to the concerned Govt./ statutory body(s) (If any)for preparation of CRZ maps is not to be included in the quoted rates. Payment if any , shall be paid directly to the concerned Govt./ statutory body(s) by ITDC , as advised by the Consultant , on submission of documentary evidence.

The quoted consultancy fees for all the services mentioned hereto will remain firm up to the completion of the work awarded.

I /We also certify that I/We have personally visited the sites and got myself/ ourselves acquainted with the local conditions. My/Our quoted price bid is valid for 90 days and based on our full understanding about the job.

Date :

Place :

Consultant's Name :

Consultant's signature with seal :