

OFFICE OF THE EXECUTIVE OFFICER
DIGHA SANKARPUR DEVELOPMENT AUTHORITY
(A Statutory Authority under Government of West Bengal)
Digha New Township :: Purba Medinipur :: Pin - 721463

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NOTICE INVITING TENDER/NIQ/EOI/RFP NO. 067 /DSDA/ OF 2023 – 2024

Online EOI for selection of Operator for operation and maintenance of Cruise service at the river adjacent to Nayakali Temple under DSDA in PPP Model

Digha Sankarpur Development Authority, under the Department of Urban Development & Municipal Affairs, Govt. of West Bengal, invites online EOI for selection of Operator for operation and maintenance of Cruise service at the river adjacent to Nayakali Temple in PPP model from the experience, reputed, resourceful and bonafied agencies/Company/Firms etc. on yearly license basis having technical expertise, financial capability and operational experience of the same under DSDA as described in the Schedule below.

Digha is one of the major tourist attractions in India and a major tourist hub of Eastern India. It is blessed with beautiful sea beach. Digha Sankarpur Development Authority positioning tourism as a priority sector shall facilitate the developer on best effort basis for obtaining necessary clearances and approval the project implementation and operation. The developer shall be responsible for obtaining all the necessary/ statutory approvals required for the project.

Brief scope of work and services :

The Digha Shankarpur Development Authority (DSDA), invites *Expression of Interest (EOI)* from national Companies/firms with adequate experience in development and sound technical and financial background to operate and maintain the Cruise service at the river in PPP model adjacent to Nayakali Temple.

Salient Features are as under :

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| 1 | Location of Project | : | Cruise service at the river adjacent to Nayakali Temple. |
| 2 | Project Details | : | <ul style="list-style-type: none">• Repair & redesign of the Cruise provided for operation & maintenance.• Obtain all necessary statutory approvals required for the project.• Provision for supply of food packet to the boarder.• Provision for supply of soft drinks and excise products. |
| 3 | Earnest Money | : | 1,00,000/- (One Lakh) only. |
| 4 | Period of license | : | Initially for 01 (One) year which may be renewed for another 10 (Ten) years subject to satisfactory performance of the licensee and also due approval from board of DSDA. |
| 5 | Tariff Fixation | : | Developers would be free to fix their tariff. |
| 6 | Amount of Security Money | : | Security money shall be deposited by the successful bidder @ 25% of the licensed Amount. |

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| 7 | Minimum Eligibility Criteria | <ul style="list-style-type: none"> ➤ The Operator should have prior experience in Operation and Maintenance of Cruise used for passenger transportation, preferably with any Govt. Department/P.S.U./Local Body etc. for minimum 01(One) year within in last 5(five) years from the date of issue of EOI in a single tender Value of which Rs. 5.00 Lakh per year, documentary evidence of which should be submitted. ➤ Should have sufficient number of experienced technical and mechanical Manpower to operate the Cruise following all relevant rules and Act of Cruise operation documentary evidence of which should be submitted. ➤ Should be technically & financially sound to run the Cruise and to maintain the same following relevant rules and regulations documentary evidence of which should be submitted. ➤ Should have minimum 05 years experience to sell excise goods certificate of licensed is to be submitted. ➤ Should have 03 years experience to organize any kind event, run fooding & lodging business from any Govt. Department/P.S.U./Local Body etc., certificate of which to be submitted. ➤ A concept plan of the proposed project should be submitted. ➤ Others following Mandatory Documents :- <ul style="list-style-type: none"> ➤ Photo Identity Proof. ➤ Aadhaar Card, PAN Card. ➤ I.T. Return of last 03(three) Financial year. ➤ Audited Balance sheet along with Profit and Loss accounts certified by Chartered Accountant of last 03(three) Financial year. ➤ Net worth amount to minimum Rs. 2.00 Crore as on 31.03.2023 should be submitted certified by Chartered Accountant. ➤ Trade license. ➤ P. Tax Certificate. ➤ Latest P. Tax Return. ➤ GST Certificate, Latest GST return. ➤ Technical Credential in form of Completion Certificate(s). ➤ Certificate of Incorporation if any. ➤ Labour License from Govt. Authority. ➤ Details of the current business along with necessary certificates of registration with competent authorities. ➤ Name(s) of banker/Bankers with detailed address(s). ➤ Bank Solvency Certificate, minimum value Rs. 2,00,00,000/- (Rupees Two Crore only) or above and date of which shall not be more than 6 (six) months before the publication date of the e-NIT. ➤ All Form & Annexure. |
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Schedule of Dates :

| Sl. No. | Activity | Date & Time |
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| 1 | Date of Issue of EOI | : <u>12.09.2023</u> |
| 2 | Document download start date | : 12.09.2023 at 6.00 P.M. |
| 3 | Document download end date & time | : 26.09.2023 upto 3.00 P.M. |
| 4 | Pre-bid meeting in the Office Room of the Executive Officer, DSDA, Digha | : 18.09.2023 at 2.00 P.M. |
| 5 | Bid submission start date | : 18.09.2023 at 4.00 P.M. |
| 6 | Last date of online submission of Technical Bid and Financial Bid. | : 26.09.2023 upto 3.00 P.M. |
| 7 | Opening of Technical Bid at the office of the Executive Officer, DSDA | : 29.09.2023 at 3.00 P.M. |
| 8 | Opening of Financial Bid at the office of the Executive Officer, DSDA | : Will be informed later. |
| 9 | Validity of bid | : 90 days w.e.f the date of opening of EOI. |
| 10 | E-Tender/EOI registration and bidding | : <u>ONLINE BIDS :</u> The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below : <ul style="list-style-type: none">• Agencies/Bidders who are interested in participating DSDA's e-tenders/EOI are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering.• Training on e-tender/EOI can also be availed from Office of the EO, DSDA if desired by the bidder during office hours.• Online EOI can be submitted by logging in www.wbtenders.gov.in or through the official website of DSDA i.e. www.dsd.org.in <u>ONLINE BID SUBMISSION :</u> The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect. |
| 11 | Training for submission of EOI online | : Training on submission of Bid in online EOI or etc. will be given to the bidders on request. |

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| 12 | Important Instructions | : <ul style="list-style-type: none"> • Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal, this office notice board and official website. • The financial bid documents of the technically qualified bidders will only be opened. • List of Financial comparison chart of bidders will be published on the next day after opening. EO DSDA reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason's whatsoever • The intending bidders are requested to inspect the establishment before quoting their rates. |
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Period of License :

The license of the said space will initially be for a period of 01(One) year which may be renewed for another 10(Ten) years subject to satisfactory performance of the licensee alongwith regular payment of license fees in advance and also due approval of the Board DSDA. It is also here mentioned that after completion the 01(One) year license, a revision on the feasibility of project will be done and if it is found ok, then renewal process may be started for another 10(Ten) years.

Completion Time :

The Agency should be able to operate the same within 30(thirty) days from the date of receipt of Work Order.

Selection Procedure :

The constituted committee of DSDA shall take up the technical evaluation on the above mentioned parameters in the respective eligibility criteria.

Evaluation of Bids:

The Bids would be opened in the manner as stated below :

- Bids would be opened in following manner :-
 - i) Technical Bid.
 - ii) Financial Bid.
- Technical Bid shall be opened first.
- The Financial Bid will be opened for those Bidders who are technically qualified.

The highest bid of the EOI shall only be considered. All other bids/offers for the above EOI shall be declared as unsuccessful.

Fixation of Reserve Price :

There shall be a Reserve Price of Rs. 50,00,000/- (Rupees Fifty Lakh) only per year.

Information to the Bidders(ITB) :

1. Request for EOI

Request for EOI paper is to be placed online only through the Website www.wbtenders.gov.in

2. Submission of EOI

The EOI will be submitted in two bid system i.e. Technical bid & Financial bid.

3. **Online Bid submission procedure :**

- i) **Registration of Contractor:** Agencies/Bidders who are interested in participating DSDA's EOI will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://www.wbtenders.gov.in> They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification on e-tendering.
- ii) **Digital Signature certificate (DSC):** Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
- iii) The contractor can search & download EOI Documents electronically from computer once he logs on to the website www.wbtenders.gov in using the Digital Signature Certificate. This is the only mode of collection of EOI Documents.
- iv) **Submission of EOI :** General process of submission, EOI are to be submitted through online to the stipulated website in two folders at a time, one in Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate(DSC). The documents are to be uploaded duly digitally Signed. The documents will get encrypted(transformed into non readable formats).

3.1 TECHNICAL BID

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

(a). **Statutory Cover Containing the following documents**

- i) EOI (download properly and upload the same Digitally Signed)
- ii) Bidders file (All Annexure)

(b). **Non - Statutory Cover(Mandatory Documents) :**

All the documents as given under TECHNICAL BID.

3.1.1 Receiving of documents :

Relevant EOI documents must be uploaded online for participating in this EOI. If the mandatory documents are not submitted online within the stipulated date & time, then bid of the applicant shall summarily be rejected and the bid offer shall not be opened. The Details of Mandatory Documents are given below :

Mandatory Documents :

- The Operator should have prior experience in Operation and Maintenance of Cruise used for passenger transportation, preferably with any Govt. Department/P.S.U./Local Body etc. for minimum 01(One) year within in last 5(five) years from the date of issue of EOI in a single tender Value of which Rs. 5.00 Lakh per year, documentary evidence of which should be submitted.
- Should have sufficient number of experienced technical and mechanical Manpower to operate the Cruise following all relevant rules and Act of Cruise operation documentary evidence of which should be submitted.
- Should be technically & financially sound to run the Cruise and to maintain the same following relevant rules and regulations documentary evidence of which should be submitted.
- Should have minimum 05 years experience to sell excise goods certificate of licensed is to be submitted.
- Should have 03 years experience to organize any kind event, run fooding & lodging business from any Govt. Department/P.S.U./Local Body etc., certificate of which to be submitted.

- A concept plan of the proposed project should be submitted.
- Others following Mandatory Documents :-
 - Photo Identity Proof.
 - Aadhaar Card, PAN Card.
 - I.T. Return of last 03(three) Financial year.
 - Audited Balance sheet along with Profit and Loss accounts certified by Chartered Accountant of last 03(three) Financial year.
 - Net worth amount to minimum Rs. 2.00 Crore as on 31.03.2023 should be submitted certified by Chartered Accountant.
 - Trade license.
 - P. Tax Certificate.
 - Latest P. Tax Return.
 - GST Certificate, Latest GST return.
 - Technical Credential in form of Completion Certificate(s).
 - Certificate of Incorporation if any.
 - Labour License from Govt. Authority.
 - Details of the current business along with necessary certificates of registration with competent authorities.
 - Name(s) of banker/Bankers with detailed address(s).
 - Bank Solvency Certificate, minimum value Rs. 2,00,00,000/- (Rupees Two Crore only) or above and date of which shall not be more than 6 (six) months before the publication date of the e-NIT.
 - All Form & Annexure.

Note: The EOI will be summarily rejected if any of these documents are not submitted online.

3.1.2 Earnest Money Deposit (EMD) :

Intending bidders desiring to make payment of earnest money (EMD) on-line, should beforehand read the instructions carefully, particularly in the challan generated by the system of e-tender/e-procurement, if opted for EMD payment through RTGS/NEFT.

A) Login by bidder :

- a) A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.
- b) He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-tender by selecting from either of the following payments modes :
 - i) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) Off-line payment through bank accounts in any Bank approved by RBI in India by generating NEFT/RTGS challan from the e-tendering portal.

B) EMD payment procedure :

a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :

- i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.
- ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii) Bidder will receive a confirmation message regarding success/failure of the transaction.

- iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD against unique codes for identification of the tendering authority.
- v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT :

- i) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.
- iii) Once payment is made, the bank would provide an “**UTR remittance number**” for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv) If verification is successful, the funds get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD.
- v) Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-tender.
- vi) If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder’s account.

Note : EMD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission.

Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

C) Refund/Settlement Process for EMD :

- i) After opening of his/her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii) On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders’ bank accounts from which they made the on-line EMD transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- iii) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the H1 and H2 bidders will be refunded, through an automated process, to the respective bidders’ bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial

bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the H2 bidder should not be rejected till the LOI process is successful.

- iv) If the H1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the H2 bidder will be refunded through an automated process, to his/her bank account from which he/she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the H1 bidder is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- v) As soon as the H1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer credit to Government Receipt under Public Accounts through GRIPS where under the security deposit to be collected would also be deposited in connection with the work.
- vi) All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.
- vii) If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority.

Payments Terms :

- 1) The License fees shall have to be deposited with DSDA within 15 days from the issuing of AOC. In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail.
- 2) The selected licensee may deposit the license fees in 02(Two) installment for the 1st year only and afterwards 100% of the license premium in advance to be deposited before commencement of each year. No part payment will be allowed, failure which it is treated as violation of agreement. The fees shall be payable to the Executive Officer, Digha Sankarpur Development Authority & Spl. Officer, U.D.&M.A. Deptt., Digha, Purba Medinipur or to such officer as the Authority may in that behalf appoint.
- 3) All future taxes/ duties/ levies, etc. and expenses, if any as applicable shall be entirely paid by the Successful Bidder(s).
- 4) An amount of 25% of the quoted value shall have to be deposited before executing the agreement as security money and same will be released after expiry of the license period. The EMD will be adjusted with the Security money.
- 5) In every 3(three) years 10% amount of the present license fees will be increased.
- 6) If the selected licensee fail to deposit the license fees in advance within due date, he will be black listed in any other tender under DSDA in future.

Default in Payment by the Successful Bidder :

In case the License premium is not paid as specified above by the Successful Bidder, he shall not be allowed to take part in any of the bids which may be held by DSDA in future.

For the sake of clarity it is notified that there shall not be any extension of the last date fixed for payment as specified above. However, in case of last day, being holiday it will be extended automatically to next working day.

Force Majeure :

DSDA shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of

normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, break down of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of DSDA to extend the time of performance on the part of DSDA by such period as may be necessary to enable DSDA to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

Clarification of applications by DSDA :

To assist in the examination, evaluation and comparison of applications, DSDA may, at its own discretion ask the company / firm for the clarification of its application.

The request for the clarification and the response shall be in writing. **However, no post application clarification at the initiative of the company / firm shall be entertained.**

Amendments in documents :

- At any time, prior to the date of submission of Applications, DSDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective companies / Agency/Concern(s), modify application documents by amendments.
- The amendments shall be notified in www.wbtenders.gov.in and in DSDA's website and these amendments will be binding on the Companies/Concern(s)/Individual(s).
- In order to afford prospective firms / companies etc. a reasonable time to take the amendment into account in preparing their applications, DSDA may, at its discretion, extend the deadline for the submission of applications suitably.
- EOI conditions may be modified after discussion and uploaded on www.wbtenders.gov.in or in DSDA's web-site. The modifications will be deemed to be part of the original conditions.

Eligibility of Bidder & General Terms and Conditions :

- That the Operator will operate the Cruise as per IWT Act, following SOP (Standard Operation Procedure) prescribed by Govt. of West Bengal and any order issued from time to time.
- That the Operator will operate the same in the earmarked areas not other places.
- That the Operator shall operate the Cruise provided by DSDA under the agreement having requisite certificate of competency. Their salaries and wages and other financial or statutory service benefits will be borne exclusively by the Operator and DSDA shall in no way be held liable for such payments by whatsoever in nature under the above heads. The Operator shall operate the Cruise with fuel, lubricants, spares and maintain the same at their own cost, establishment and management.
- That the manning of the Cruise including Jetties, refueling, washing and cleaning of Cruise, safety and security of Cruise and passengers on board would be sole responsibility of the Operator besides cleaning adjoining areas, toilets, providing other public utility services available at the Cruise.
- That the third party insurance of the Cruise will be arranged adequately and suitably by the Operator himself and a copy of the Insurance Policy has to forward to DSDA failing which the Operator will not be allowed to operate. The Operator shall arrange for the insurance per relevant Act of Govt. of West Bengal.
- After expiry of the said license, the Agency/Concern shall be liable to handover the possession of the said Cruise in good condition to the Authority, failing which necessary legal action will be taken against the Agency/Concern/Individuals.

- That the Operator shall compulsorily maintain the L.S.A.(Life Saving Accessories) and F.F.A.(Fire Fighting Accessories) as statutory requirement including furniture and fixture fitted with the Cruise to the satisfaction of the DSDA.
- That the operator shall keep the life saving accessories along with Fire Fighting accessories in the said Cruise.
- The drivers/operators & other crew member should be properly trained and should have necessary license.
- That the operator shall be responsible solely for total operation and maintenance of the Cruise including preventive maintenance and break down maintenance including dry dock survey repairs.
- That no modification in the Cruise and development of adjoining areas should be carried out without written permission of DSDA.
- That the Operator shall have not right to sublet/assign/transfer the business to any third party.
- That the DSDA shall be at liberty to inspect, visit and examine the Cruise under agreement with its men, agent or subordinates as and when DSDA shall deem fit and proper and the Operator or its men, agent or subordinates shall render all sorts of assistance and co-operation to the men, agent or subordinates of the DSDA.
- That the Operator shall have to pay all statutory dues in due time including fees/taxes under the agreement during the contract period so far it may be necessary for operation of the Cruise, in question under the Licensing Agreement and shall comply with all existing Laws of local authorities, in force and Central and State Act/Rules notification/orders that would be issued from time to time from the concerned authority and which will remain in force, particularly minimum wages Act, Workmen Compensation Act, Bonus Act, Gratuity Act, Employees Provident Fund and Pension Scheme. Accident and Claims Act, Contract Labour (Regulation and Abolition Act), payment of wages Act and shall keep the DSDA indemnified against any action that may be taken against the Operator for the contravention of the provisions of the above enactments by the operator.
- That all parties shall be responsible for strict compliance/implementation of the orders/directives of the Government as may be issued from time to time.
- That if the Operator fails to pay the License Fees in advance and in due time and if it is overdue for 2(two) months, the instant contract shall be terminated automatically and in this case the DSDA shall have every right to forfeit the Security Deposit and invoke the Bank Guarantee to realize the amount due, and take possession of the Cruise and Operator shall be bound to handover the free from all encumbrances. DSDA shall have the right to take legal action against the Operator to recover the dues, if any.
- No piecemeal/on account payment of rental shall be allowed. The Contract shall be liable to be cancelled if total sum of License Fees, in advance are not paid in time.
- The licensee shall have to supply fresh, pure, clean food free from all impurities and adulteration at the said Cruise. The Executive Officer, Digha Sankarpur Development Authority will have the right to take sample of packet food for examination on receipt of any complaint from the tourists/visitors.
- Selling/drinking of soft drinks, excise products etc. may be granted at the Cruise after obtaining written permission from the competent authority.
- The said premises may be decorated by the selected agencies in his own cost if desired after obtaining written permission from the Executive Officer, DSDA.
- After expiry of license period the selected agency/concern/individual may take away all the furniture, apparatus etc. only which he/she provided.

- That the parties undertake to act in good faith with respect to each other's right under the agreement and to adopt all reasonable measures and care to ensure the realization of the principal objectives of the agreement.
- That the Operator shall indemnify and keep indemnified DSDA always from and against all consequences and liabilities arising out of or in any way connected with the operating of the Cruise caused due to negligence, fault, nuisance, breach of the contract being the same to the extent that the which is attributable to a negligent or willful act or omission by default of the Operator. While causing any accident, hazard, and causing of loss of any human life would lie solely upon the Agency concerned only.
- That the agreement is governed by and shall be constructed in accordance with Indian Law.
- That the Contract is generally meant for 01(One) year which may be renewed for another 10(Ten) years subject to satisfactory of the licensee alongwith due approval of Board of DSDA, but DSDA may, at any time giving three month's notice in writing/or less than 3 months if DSDA may deem to fit it and proper to terminate the Contract in the public interest and/or for the interest of the DSDA. The Tenderer will have no right to object to the same or demand any compensation for such termination by DSDA. However, the Bank Guarantee will be released after adjusting all dues in such case.
- Notice : Except as otherwise expressly provided in the agreement, all notices or other communications, which are required or permitted hereunder shall be in writing and shall be sufficient if delivered personally or by registered post or speed post or courier.
- The selected agency should be liable to keep sufficient number of vehicles for transportation of tourist from hotel to hotel in his/her own risk.
- The offerer shall have to quote clearly the amount he likes to pay per year for the same in Financial Bid(BOQ).
- The licensee will keep the areas and its surrounds in neat, clean, sanitary and good condition and also free from all kinds of nuisance at his own expenses.
- The licensee will follow the general guidelines as may be suggested by the Executive Officer, DSDA for the convenience of the tourists etc.
- The waste materials so generated will be handled by the Agency/Concerns as per guidance of the DSDA, if any. No waste materials should be allowed to decompose or disposed off inside the licensed area for maintaining ecological balance and no littering will be allowed under any circumstances.
- The licensee shall not have the right to assign, transfer charges or sublet the business in respect of which this leave and license is granted.
- The successful bidder whose offer may be accepted will have to execute an agreement upon the Non-Judicial Stamp Paper worth of Rs. 100/- embodying the terms and conditions of the license in the form approved by the Authority within 15(Fifteen) days from the date of intimation of the selection.
- The Authority reserves the right to reject any or all of the offers received without assigning any reason whatsoever.
- The Authority shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving 15days's notice to the licensee.
- The licensee shall not allow any unlawful activities in the demised/ licensed areas.
- If the Agency/Concern committing any violation of the terms and conditions, the DSDA would be at liberty to terminate the agreement by giving 15 days written notice to the Agency/Concern.


Complete hygiene and Cleanliness has to be maintained in the licensed premises. Any litter thrown anywhere in the complex area due to the activities of the Agency/Concern has to be cleared/collected by the Agency/Concern only.

- Inspection of the licensed premises shall be conducted by a team of experts/officials appointed by DSDA as and when required.
- The EMD of the successful bidders may be converted to Security Deposit. The rest amount of the Security Deposit will have to deposit with the Authority in the form of Bank Draft in favour of the Executive Officer, DSDA and payable to SBI, Digha Branch before entering into the agreement.
- The possession of the space shall be delivered after deposition of the license fee and before execution of agreement.
- The Bid must be submitted online within stipulated date & time mentioned above.
- The DSDA reserves the right to cancel the EOI for non receipt of reasonable rates from the Bidders.
- The Agencies is required to visit the said space and discuss the matter with the authorized personnel to get acquainted about the Unit before submission of offer. The prospective bidders may attend the Pre-Bid meeting on the date stated above to discuss clauses in the EOI document. The venue for such pre-bid meeting will be held in the Office of the Executive Officer, Digha Sankarpur Development Authority.

Right to accept any application and to reject any or all applications :

DSDA reserves the right to accept or reject any application at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Agencies/Concerns / companies on the grounds of DSDA's action.

The Change of dates and any other amendment in this regard shall be informed on website of DSDA i.e. www.dsda.org.in and www.wbtenders.gov.in


Executive Officer


*Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.*

Dated : 12.09.2023

Memo No.: 1978 /DSDA/2023

Copy forwarded for information to:

1. The Hon'ble Chairman, DSDA & D.M., District Magistrate, Purba Medinipur.
2. The Hon'ble Vice-Chairman, DSDA & S.D.O., Contai.
3. The Block Development Officer, Ramnagar-I & II & Executive Officer, Ramnagar - I & II Panchayet Samity.
4. Reception / Notice Board.


Executive Officer

*Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.*

Annexure A : Format for Letter of Application

[On the Letter Head of the Bidder]

Date:

The Executive Officer
Digha Sankarpur Development Authority
P.O: Digha
Dist: Purba Medinipur, Pin 721463

Sir ,

Subject : EOI for selection of Operator for operation and maintenance of Cruise service at the river adjacent to Nayakali Temple under DSDA in PPP Model under DSDA

Being duly authorized to represent and act on behalf of _____ hereinafter referred to as the Bidder), and having reviewed and fully understood all of the prequalification requirements and information provided, the undersigned hereby express our interest for selection of Operator for operation & maintenance of Cruise service at the river adjacent to Nayakali Temple in PPP Model under DSDA.

We confirm that we have examined the terms and conditions published in the EOI add and accordingly submitting the proposal for the captioned project.(In case of Consortium add the following paragraph).

This proposal is submitted on behalf of a Consortium comprising(Applicant to site the name of each member).....and of which (Insert the name of lead member of Consortium) has agreed to act as lead member.

We are enclosing our EOI in Original with the details as per the requirements of the document for your evaluation.

- DSDA is hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the offer.
- DSDA and its authorized representatives may contact the following person (s) :-
Name of the Person/s:
Address :
Phone No :
Fax No. :
- This Intention is expressed with full understanding that:
 - a) DSDA reserves the right to reject or accept any offer, modify / cancel the EoI process, and/or reject all or any of the Offers.
 - b) DSDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicants of the same.

- I, the undersigned do hereby declare that the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
- We have read the terms and conditions of the offer detailed in the EoI Notice and are willing to abide by them unconditionally.
- The offer made by us is valid for 90 days from the date of closure of EoI. We understand that DSDA may require us to extend the validity of the offer for such period as may be determined by DSDA at its discretion.
- In case our offer is accepted and if we fail to pay the amount in the manner specified by DSDA and any further installment(s) paid by us under this offer shall stand absolutely forfeited by DSDA.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will bear sufficient justification for DSDA to reject our offer and/or to cancel the award of lease.

Yours faithfully,
(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

ANNEXURE - B : Details of Bidders

| No. | Particulars | Details |
|-----------|--|----------------|
| 1. | Basic Information of Organization | |
| a) | Name of Company/Firm | |
| b) | Country of incorporation | |
| c) | Address of the corporate headquarters and its branch office(s), if any, in India | |
| d) | Date of incorporation and /or commencement of business | |
| e) | Ownership of the Organization (List of stakeholders/members who own 10% or more stocks & their interest in the company. | 1. 2. 3. |
| f) | List of current directors | |
| g) | Other key management personnel | |
| 2. | Brief description of the Company including details of its main lines of business.* | |
| 3. | Details of individual (s) who will serve as the point of contact/communication within the Company: (a) Name (b) Designation (c) Address (e) E-Mail Address (f) Fax Number | |
| 4. | Particulars of the Authorized Signatory of the Applicant: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number | |

ANNEXURE - C : Power of Attorney

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI for selection of Operator for operation & maintenance of Cruise service at the river adjacent to Nayakali Temple in PPP model under DSDA including signing and submission of all documents and providing information/ responses to DSDA, representing us in all matters before DSDA, and generally dealing with DSDA in all matters in connection with our offer and intent.

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

- To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.
- 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.
- Also, where required, the executants(s) should submit for verification the extract of the charter documents and 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 Bidder.
- In case the EOI is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE - D : Format for Affidavit

((Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

- 1) I , _____ the undersigned, do hereby certify that all the statements made in the EoI document are true and correct.
- 2) The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of GoI or GoWB from participating in any projects.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by DSDA to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DSDA Signed by an authorized officer of the firm Designation of officer with seal.

Date

ANNEXURE - E : FORMAT FOR ESTABLISHING EXPERIENCE

Experience of the Bidder

| Experience details for minimum technical qualification | |
|--|---|
| 1. Name of the Project : | |
| 2. Location of the Project : | |
| 3. | Cost of the Project (INR)* (excluding the Land Cost): |
| 4. | Project Operational since: _____(Month) _____(Year) |
| 5. | Type of the Business |
| 6. | Safety Certification(s) of the Instrument installed in the Project: specify the type of Instrument and name of certifying agency. |

Note: The experience of projects under development shall not be considered for minimum technical qualification.

Signature of Authorised Person

Note:

- 1) The Bid Response Sheet for establishing Experience of the Bidder shall be filled in accordance with the guidelines provided in this EOI document.
- 2) The Bidder should provide details for each of the Eligible Projects on separate sheets.
- 3) The bidder should get the cost of the project (excluding the land cost) (in INR Crores) certified by a statutory auditor.

The Bidder should provide proof of operational date of the Project duly certified by relevant Government authorities.

ANNEXURE - F : UNDERTAKING BY THE BIDDER FOR MIMIMUM INVESTMENT

Bidders participating in the project shall give an undertaking, that minimum investment in the project shall not be less than _____. Bidder shall also submit the concept note along with the proposal pertaining to the activities they intend to develop in the project.

Signature of Authorised Person

Note :

1. The above stated shall be duly certified

ANNEXURE -G

STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of for the three consecutive years.

| Sl. No. | Financial | | Remarks |
|-------------------------|-----------|-----------------------|---------|
| | Year | Turnover (rounded of) | |
| 1 | 2020-2021 | | |
| 2 | 2021-2022 | | |
| 3 | 2022-2023 | | |
| Total | | | |
| Average Turnover | | | |

Note

- i) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
- ii) Average turnover for 3 years is to be obtained by dividing the total turnover by 3 (three).

Signature of the Bidder