



सत्यमेव जयते

GOVERNMENT OF ODISHA

CITY MISSION DIRECTORATE, PURI CITY

D.U.D.A, Kacheri Road, Harihar Chhaka, PURI-752001

BID DOCUMENT

AND

BIDDING PROCEDURE

FOR

“For “Operation, Maintenance, improvement and development of Banki Muhan
Park Constructed under HRIDAY”

UNDER SCHEME “**HRIDAY**” OF MINISTRY OF URBAN DEVELOPMENT
GOVERNMENT OF INDIA.

Bid Identification No. - 2678 Dt.07/05//2018

**ADDL. CITY MISSION DIRECTOR (HRIDAY)-CUM-PROJECT
DIRECTOR DISTRICT URBAN DEVELOPMENT AGENCY (PURI**

1 INTRODUCTION

- 1.1 PD DUDA CUM ADDITIONAL, CITY MISSION DIRECTORATE, PURI ,HRIDAY (herein after termed as PD DUDA), Puri on behalf of City Mission Directorate, HRIDAY, proposes to *lease out the Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY* through **Public Private Partnership**.
- 1.2 City Mission Director, Puri/PD DUDA proposes to lease this property on “as-is-where-is” basis for operation, upgrade, maintain, and develop etc. by a private player. Bid documents and other necessary documents can also be downloaded & viewed from district websites www.puri.nic.in
- 1.3 For participating in Bidding process, Bid documents and the set of terms and conditions of contract and other necessary documents can be obtained from the office of the **Project Director, District Urban Development Agency, Puri** on payment of **Rs.10, 000/-** towards non-refundable cost of bid document through Banker’s Cheque / Demand Draft drawn in favor of the Project Director, District Urban Development Agency, Puri payable at Puri during office hours from 11:00 AM of **Dt 09.05.2018** To 5:00 PM of **DT 06.06.2018**
- 1.4 The **Selected Bidder** shall be responsible for the up-gradation, developing, operation, maintenance, and share of the Project under, and, in accordance with the provisions of the Lease cum Operation Agreement (the “**Lease cum Operation Agreement**” or “**LA**”) to be entered into with City Mission Director, Puri/PD DUDA. City Mission Director, Puri/PD DUDA will grant rights to the Selected Bidder to upgrade operate and transfer the Project for the term of the lease (the “**Lease Term**”).
- 1.5 At the end of the Lease Term, the Project Facilities both movable & immovable provided by City Mission Director, Puri/PD DUDA and developed by the Selected Bidder shall revert back to City Mission Director, Puri/PD DUDA, free of cost and free of all encumbrances.
- 1.6 Any Addendum / Corrigendum / Cancellation of bid can also be seen in the said website.

2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 2.1 For the Accommodation Project, City Mission Director, Puri/PD DUDA has adopted a single-stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The Bid shall be valid for a period of not less than 6 months from the Bid Due Date (the "**Bid Validity Period**") or for any extended period that City Mission Director, Puri/PD DUDA may notify at its sole discretion. City Mission Director, Puri/PD DUDA reserves the right to reject the Bid which does not meet this validity requirement.
- 2.2 The Bidders will need to meet the Eligibility Criteria given in Clause 3 & 4
- 2.3 The site visit can be made during any of the working days.
- 2.4 The Bids shall be **received by Registered Post only** in the office of the undersigned on all office working days **up to 05.00_P.M of Dt 06.05.2018** In the event of the date of opening is a holiday, the next working day shall be treated as the date of opening. **A pre-bid meeting** will be held on **Date 15.05.2018 at 04.00 P.M** in the conference hall of **Project Director, District Urban Development Agency, Puri** for giving clarifications, if any, on the bid documents to the prospective bidders who may choose to attend the meeting as detailed in the Bid document.
- 2.5 Opening of Cover I is dt. **07.06.2018 AT 11.00A.M**
- 2.6 **No entry fees shall be charged from individual visitors to the park during the day time. Timing of opening of park for visitors shall be from 6 AM to 7PM every day.**
- 2.7 **Successful bidder can utilise the space of the park for any legal commercial purpose after following due process of law of the land. Successful bidder shall be authorised to open few non permanent /non semi permanent & purely temporary in nature kiosks inside the park for welfare of tourists with the approval of Project Director, District Urban Development Agency, Puri.**

3 ELIGIBILITY CRITERIA

- 3.1 The Bidder must have minimum solvency of Rs.25.00 lakh as on **Dt.31st march 2018** Bidder shall submit solvency certificate of Rs. 25.00 Lakhs in this regard as a proof.
- 3.2 The applicant shall not have any interest in any property surrounding or 300 meter from the boundary of the said park.

3.3 The bidder shall have **5 years** experience in any commercial activity

3.4 Besides above the bidder has to furnish copies of GSTIN, PAN Card,

4. INSTRUCTIONS TO BIDDERS

4.1 Submission of Bid(s) in response to this RFP would have to be made in a separate sealed cover as indicated below:

- Part 1 Submission: General Documents/ Eligibility Documents –Cover 1
- Part 2 Submission:– Submission of Financial Proposal- Cover 2

The contents of each Cover are listed below:

- **Part 1 Submission: General Documents – Cover 1:** Bidder will be required to submit only one set of documents under Cover 1 as part of the Bid.
 - Covering letter should subscribe the name of the Unit.
 - Power of Attorney for Bid signatory.
 - Money receipt of **Rs.10, 000/-** (Rs Ten Thousand) in favour of the **Project Director, District Urban Development Agency, Puri** as a proof of purchase of the tender paper.
 - EMD/ bid security of **Rs. 5, 00,000.00** (Rupees five lakh) only in favour of PD, DUDA drawn in any of the Nationalized bank.
 - Solvency Certificate of Rs. 25.00 lakhs.
 - Three year Audited Report as on 31/03/2018
 - GST registration number and document as a proof.
 - Copy of PAN Card
 - Proof of experience in **5 years** experience in any commercial activity.
- **Part 2 Submission: – Cover 2:** Submission: Financial Proposal.

4.2 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a Non-Responsive Bid.

4.2.1 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English/odia language.

4.2.2 The Bidding Documents and all attached documents are and shall remain the property of City Mission Director, Puri/PD DUDA.

4.2.3 This RFP along with its Appendices is not transferable.

4.2.4 Any award of the lease pursuant to this RFP shall be subject to the terms of Bidding Documents.

4.2.5 Work not to be sublet:

On no account, whole or any part of the contract work shall be sublet / off loaded to surrogated executants or transfer be made by execution of a deed of Power of Attorney (hereinafter called as 'subletting') without prior written approval of the competent authority of the Department. In such an event the agreement may be rescinded. The bid accepting authority shall keep the following points in view in the event of grant of such permission for subletting. Wherever such approval is granted, the bidder shall not be relieved of any obligation or duty or responsibility, which he undertakes under the Agreement.

- Subletting shall be permitted only in exceptional cases and for recorded reasons as to why the Bidders himself cannot directly run the Contract.
- In all cases, Sublette shall be Bidders of the same or higher capacity as the original Bidders. Sanctioning authority shall see the qualifying criteria of the bid, so as to assess the capability of the Sublette.
- Sanctioning authority shall also see the terms and conditions of the agreement between the Contractor and the Sublette in order to satisfy himself that the Bidders is not subletting the work for carrying a middleman's profit.
- (iv) It shall be observed at the time of subletting that the Government will not be put to any loss on account of substandard Operation, Maintenance of the Bankimuhan Park.

4.3 Cost of bidding

4.4 The Bidders shall be responsible for all costs associated with preparation of their Bids and their participation in the Bidding Process.

4.5 Site visit and verification of information

4.5.1 Bidders are encouraged to submit their respective Bids after visiting the site and ascertaining for themselves the site conditions, traffic, location, surroundings, access to site, applicable laws and regulations and any other matter considered relevant by them.

4.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- Made a complete and careful examination of the Bidding Documents. Failure to comply with the requirements of the RFP shall be at the Bidder's own risk received all relevant information requested from City Mission Director, Puri/PD DUDA acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or developed by or on behalf of City Mission Director, Puri/ PD DUDA relating to any of the matters satisfied itself about all matters, things and information.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc from City Mission Director, Puri/PD DUDA, or a ground for termination of the LA.
- Agreed to be bound by the undertakings provided by it under and in terms hereof

4.5.3 City Mission Director, Puri/PD DUDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by City Mission Director, Puri/PD DUDA.

4.6 Right to accept or reject any or all Bids

4.6.1 City Mission Director, Puri/PD DUDA reserves the right to accept or reject any Bid, and to annul the Bidding Process, and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

4.6.2 City Mission Director, Puri/PD DUDA reserves the right to reject any Bid and appropriate the EMD/ bid security and en-cash the bank guarantee.

4.6.3 Any misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the **highest Bidder** gets disqualified / rejected, then City Mission Director, Puri/PD DUDA reserves the right to:

- Accept the bid of **H-2 bidder**;
- invite the remaining Bidders to submit further Bids, or
- take any such measure as may be deemed fit in the sole discretion of City Mission Director, Puri/PD DUDA, including annulment of the Bidding Process

City Mission Director, Puri/PD DUDA shall also have the right to appropriate the Bid Security or the Performance Security as the case may be, in the event of misrepresentation by the Bidder(s).

A DOCUMENTS

4.7 Clarifications

4.7.1 No material change in the Bid would be permitted.

4.7.2 City Mission Director, Puri/PD DUDA reserves the right not to respond to any question or provide any clarification or consider any amendment(s) suggested by the Bidders.

4.7.3 City Mission Director, Puri/PD DUDA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.

4.7.4 City Mission Director, Puri/PD DUDA will not entertain any deviations. Any conditional Bid shall be regarded as Non-Responsive and would be liable for rejection.

5. PREPARATION AND SUBMISSION OF BIDS

5.1 Content, format, signing and submission of bids

5.1.1 City Mission Director, Puri/PD DUDA will evaluate only those Bids that are received in complete information in all respects.

5.1.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

5.1.3 All envelopes, both inner and outer must be super scribed with the following information:

- Name and address of the Bidder
- Contact person with contact details – phone, fax no. and email address.

5.1.4 The Bidder shall submit one original set of documents comprising the Bid, clearly marked “ORIGINAL”. In addition, the Bidder shall make one (1) copy of the Bid, clearly marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

5.1.5 The envelopes marked “ORIGINAL” and “COPY” shall be addressed to:

Attn. of PD DUDA, Puri.

“Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “

Address C/o- PD, DUDA, Office of DRDA, Puri.

Kachahari Square, Puri.

Phone _____ Email _____

5.1.6 If the envelopes are not sealed and marked as instructed above, City Mission Director, Puri/PD DUDA assumes no responsibility for misplacement or premature opening of the contents of the Bid submitted and such Bid – at the sole discretion of City Mission Director, Puri/PD DUDA – may be deemed to be Non-Responsive and hence, would be liable for rejection.

5.1.7 Bidder has to submit the Bid by **registered post only** so as to reach the designated address by the Bid Due Date. City Mission Director, Puri/PD DUDA shall not be responsible for any delay in submission of the Bids. Any bids received by City Mission Director, Puri/PD DUDA after the Bid Due Date shall not be opened.

5.1.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.2 Validity of Bids

5.2.1 The validity of the Bid shall be for a period of six months from bid due date.

5.3 Language and currency

5.3.1 The Bid and all related correspondence and documents should be in the English language.

5.3.2 The currency for the purpose of the Bid shall be Indian Rupees (INR).

5.4 Correspondence with the Bidder

5.4.1 City Mission Director, Puri/PD DUDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6. BID SECURITY

6.1 Bid Security

6.1.1 The Bid shall be accompanied by a bid security/ EMD of Rs. 5,00,000 (Rupees Five lakh only) (the "**Bid Security**"). The Bid Security shall be valid till the date of submission of Performance Security, and may be extended as per the directions of PD DUDA from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security must be paid by way of a of an unconditional and irrevocable bank guarantee in favour of PD, DUDA, Puri from a scheduled Bank in India that is not a Cooperative Bank or a Gramin Bank, and has a branch in Puri, Odisha. Or it can be deposited in the form of DD from any scheduled bank.

- 6.1.2** Bid Security of non-selected Bidders would be returned on acceptance of the Bid of the Selected Bidder or if the Bidding Process is cancelled by City Mission Director, Puri/PD DUDA.
- 6.1.3** The Selected Bidder's Bid Security can be withdrawn upon the Selected Bidder developing the Performance Security in accordance with the provisions of the LA. City Mission Director, Puri/PD DUDA may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by the Selected Bidder in accordance with the provisions of the LA.
- 6.1.4** The Bid Security shall be appropriated by City Mission Director, Puri/ PD DUDA under the following conditions:
- If a Bidder submits a non-responsive Bid;
 - If a Bidder engages in Corrupt Practices, Fraudulent Practices, Coercive Practices, Undesirable Practices or Restrictive Practices;
 - If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period, as extended by City Mission Director, Puri/PD DUDA;
 - If any information or document developed by the Bidder is found by City Mission Director, Puri/PD DUDA to be misrepresenting, misleading or untrue in any material respect
 - In the case of Selected Bidder, if it fails within the specified time limit -
 - to sign the Letter of Award
 - to sign the LA and/or
 - to develop the Performance Security for Operation Phase ; or
 - In case the Selected Bidder, having signed the LA, commits any breach thereof prior to developing the Performance Security.

7. PERFORMANCE SECURITY

- 7.1.1** The Bidders if declared as the Selected Bidder shall be required to submit Performance Security (the “**Performance Security**”) by way of an annual, revolving, unconditional and irrevocable bank guarantee/ Fixed Deposit, in favor of PD DUDA, Puri by a scheduled bank in India that is not a Cooperative Bank or a Gramin Bank and has a branch in Puri, Odisha. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the LA. **The Performance Security shall be equal to the Annual Rental payable by the Selected Bidder for the subsequent year.**
- 7.1.2** The Performance Security shall be paid for the first year on or before the date of signing of the Lease cum Operation Agreement. The Performance Security in the form of a bank guarantee for each subsequent year should be submitted to City Mission Director, Puri/PD DUDA by the Selected Bidder at least 7 days before the expiry of the existing bank guarantee – to ensure that the Performance Security is always valid.
- 7.1.3** The Performance Security shall be en-cashed at the sole discretion of City Mission Director, Puri/PD DUDA towards any liquidated damages that may be payable by the Selected Bidder to City Mission Director, Puri/PD DUDA and / or against termination eventualities attributed to the Selected Bidder, under the terms of the LA.

8. Phase 3 – Ranking of Financial Proposals

- 8.1.1** In this phase of selection, PD DUDA will open the Financial Proposals of the Bidders who have cleared Phase 1 of the selection process.
- 8.2** The Financial Proposals shall be opened on the date specified in the Bidding Schedule.
- 8.3** City Mission Director, Puri/PD DUDA may choose to accept the Bid of the Selected Bidder or invite the Bidder for further negotiations or reject any offer including the highest offer.

8.4 Process after identification of Selected Bidder

- 8.4.1** In the event of acceptance of the Selected Bidder, City Mission Director, Puri/PD DUDA shall notify the Selected Bidder through a Letter of Allotment (the “LoA”) (to be issued in duplicate) that its Bid has been accepted.
- 8.4.2** The Selected Bidder shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, City Mission Director, Puri/PD DUDA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security and en-cash the bank guarantee of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by City Mission Director, Puri/PD DUDA on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.
- 8.4.3** As a precondition to the execution of the LA, City Mission Director, Puri /PD DUDA shall require the Selected Bidder to make the payment of the Upfront Payment and first installment of the Annual Rental on or before the signing of the LA.
- 8.4.4** The Selected Bidder shall be required to execute the LA within 30 days of the issue of the LoA by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the LA.
- 8.4.5** LA would be executed by City Mission Director, Puri/PD DUDA only upon the payment of the Upfront Payment and the first installment of the Annual Rental and after the satisfaction of all the requirements / conditions.

9. ROLES AND RESPONSIBILITIES OF THE SELECTED BIDDER

- 9.1** The Selected Bidder will be handed over the Project Facilities by City Mission Director, Puri/PD DUDA on “as-is-where-is” basis.
- 9.2** The Selected Bidder is expected to upgrade, develop, operate, maintain, share the Accommodation.
- 9.3** The Accommodation design and layout for up-gradation would require the approval of City Mission Director, Puri/PD DUDA.

9.4 The Selected Bidder would operate the Accommodation Project for the Lease Term as per the provisions of the Lease cum Operation Agreement including the responsibility for the internal developing of the Project Facilities.

9.5 The Selected Bidder shall be responsible for maintaining health and hygiene highest standards at the Project Site & Project Facilities and providing quality services to tourists.

9.6 The Selected Bidder shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under the Lease cum Operation Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.

9.7 All necessary clearances and permits including clearance from the relevant local authorities shall be obtained by the Selected Bidder and the Selected Bidder shall adhere to all relevant regulations.

9.8 The Selected Bidder shall obtain all licenses from relevant authorities for the operation of the Accommodation.

9.9 The Selected Bidder would hand over the Project Facilities to City Mission Director, Puri/PD DUDA at the end of the Lease Term or on termination of the LA, on “as-is-where-is” basis, free of all cost and encumbrances including movable & immovable assets.

10. SUPPORT FOR THE PROJECT

10.1 City Mission Director, Puri/PD DUDA will facilitate the Selected Bidder in obtaining clearance and approvals for the Project.

10.2 The project site details will be provided in due time.

10.3 City Mission Director, Puri/PD DUDA will not interfere in the management and day to day operations of the Project if it is operated as per terms and conditions.

11. LEASE TERM AND RENEWAL

11.1 The Lease Term for the Project shall be **20(Twenty)** years from the Appointed Date i.e. the date on which both City Mission Director, Puri/PD DUDA as well as the

Selected Bidder fulfill their respective Conditions Precedent, as per the provisions of the LA and as forthwith jointly certified in writing by the authorized representatives of City Mission Director, Puri/PD DUDA and the Selected Bidder as per the provisions of the LA.

11.2 The aforesaid Lease Term can be extended for another one terms of **20(Twenty)** years each on mutually agreed terms and conditions and in accordance with best business practices then prevalent. In the event that the Selected Bidder and City Mission Director, Puri/PD DUDA are not able to arrive at mutually agreeable terms & conditions for the renewal of the Lease Term, then City Mission Director, Puri/PD DUDA shall have the right, towards the end of the Lease Term, to invite fresh bids from interested parties to upgrade, operate and manage the Project. In this scenario, the Selected Bidder shall have the first right of refusal i.e. the right to match the highest financial bid received by City Mission Director, Puri/PD DUDA, provided City Mission Director, Puri/PD DUDA is satisfied with the Selected Bidder with regard to observance of the terms & conditions of the LA during the validity of the LA.

11.3 In case of non-renewal of the LA beyond the Lease Term, the Selected Bidder shall hand over the Project and all rights thereto to City Mission Director, Puri/PD DUDA free of cost and free of all encumbrances.

12. PAYMENTS

12.1 The Selected Bidder shall have to pay the Upfront Payment and the Annual Rental, plus GST thereon as applicable at the time of payment of the various installments, as per the provisions of the LA.

12.2 The Selected Bidder should make all payments towards the Upfront Payment and Annual Rental by means of a demand draft in favor of **City Mission Director, Puri, Puri** drawn on a scheduled bank that is neither a Gramin Bank nor a Co-operative Bank and has a branch at Puri, Odisha.

12.3 In addition to the above, the Selected Bidder shall be responsible for payment of all duties and taxes related to the lease. Further, the Selected Bidder will also pay

service tax and / or any other applicable taxes, charges, surcharges or levies in relation to the various payments to be made by the Selected Bidder.

12.3.1 The principal contract between City Mission Director, Puri/PD DUDA and the Selected Bidder shall be the Lease cum Operation Agreement (LA).

13. MISCELLANEOUS

13.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Puri shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

13.2 City Mission Director, Puri/PD DUDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to; suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

**APPENDIX II - FORMAT FOR COVERING LETTER-CUM-PROJECT
UNDERTAKING (Cover 1)**

(On the letterhead of the Bidder)

Date:

To

Project Director, DUDA,
Near Kacheri, Road In front of civil court
Puri – 752001.

Dear Sir,

Sub: “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “

Ref: RFP issued by City Mission Director, Puri/PD DUDA.

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 proposal requirements and information collected and provided to us by City Mission Director, Puri/PD DUDA in respect of the captioned “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “ the undersigned hereby submits the Proposal on behalf of *(Name of the Bidder)* in response to the RFP for the above mentioned Project in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation. We confirm that our proposal is valid for a period of 12 months from *(insert the proposal Due Date)*

We understand that any omission, commission, miss-statement in factual statements made by us will make our Bid invalid at any time during the course of Bidding Process and also after award of the Project. City Mission Director, Puri/PD DUDA reserves the right to take appropriate action accordingly. We understand that City Mission Director, Puri/PD DUDA reserves the right to accept or reject any or all the Bids and reserves the right to withhold and/or cancel the Bidding Process.

*We also hereby agree and undertake as under:*Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent

and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Lease cum Operation Agreement.

Yours faithfully,

For and on behalf of

Name of Bidder

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

APPENDIX III – GENERAL INFORMATION (Cover 1)

1. Bidder details
 - a. Name of the Bidder
 - b. Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)
 - c. Country of incorporation
 - d. Address of corporate headquarters and its branch office(s), if any, in India
 - e. Date of incorporation and/or commencement of business.
2. Brief description of the Bidder 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. Company :
 - d. Address :
 - e. Telephone Number :
 - f. E-Mail Address :
 - g. Fax Number :
4. Copy of GST Registration certificate:
5. Copy of PAN Number:
6. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Address :

d. Phone No. :

e. Fax No. :

.....

Signature of the Authorized Person

(Name, Designation and Address)

**APPENDIX IV – FORMAT FOR POWER OF ATTORNEY FOR BID
SIGNATORY (Cover 1)**

(On Stamp Paper of relevant value and duly attested by notary public)

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 “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “ in the District of Puri, Odisha, including signing and submission of all documents and providing information/ responses to City Mission Director, Puri/PD DUDA in all matters before City Mission Director, Puri/PD DUDA, and generally dealing with City Mission Director, Puri/PD DUDA in all matters in connection with our Bid for the said Project. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant's Signature
(Name, Title and Address)

I Accept
Attorney Signature
(Name, Title and Address of the Attorney)

Attested
Executants

Notes:

1. To be executed by the sole Bidder
2. 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.
3. 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 favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorized 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.

APPENDIX V – FORMAT OF BID AFFIDAVIT (Cover 1)

(To be developed by the bidder on a Rs. 100- non-Judicial Stamp Paper and notarized)

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

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to develop any such information at the request of City Mission Director, Puri/PD DUDA.

Deponent

(Signed by an authorized signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

APPENDIX VI – FORMAT OF BID UNDERTAKING (Cover 1)

Date: _____

To

The PD DUDA, Puri.

Kacheri, Road Infront of Civil court
Puri – 752001.

Dear Sir:

Ref: “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “ in the District of Puri, Odisha.

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by City Mission Director, Puri/PD DUDA and in any subsequent communication sent by City Mission Director, Puri/PD DUDA. Our Bid is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the City Mission Director, Puri/PD DUDA. We would be solely responsible for any errors or omissions in our Bid.

We hereby declare that we have read and understood the rules governing the development, upgrade, maintenance and operation of “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “ examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the City Mission Director, Puri/PD DUDA, in this RFP for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “

Project Agreements including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the City Mission Director, Puri/PD DUDA in this regard.

We also commit to abide by the decision of City Mission Director, Puri/PD DUDA on all matters relating to the implementation of the Project Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “

in the District of Puri, Odisha.

For and on behalf of:

(Signature of the authorized person)

Name of the person: Designation:

Signed by the Bidder

APPENDIX VII – ANTI-COLLUSION CERTIFICATE (Cover 1)

(To be developed by the bidder on their letter heads)

Date: _____

To

The PD DUDA, Puri.
Kacheri, Road Infront of Civil court
Puri – 752001.

Dear Sir:

Ref: RFP for Operation, Maintenance, improvement and development of Banki Muhan Park
Constructed under HRIDAY “in the District of Puri, Odisha.

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated this _____ Day of _____, 2018

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

APPENDIX VIII – FORMAT OF LETTER OF COMMITMENT

(Cover 1)

(To be submitted by the Bidding Company)

To

The Project Director DUDA, Puri.
Kacheri, Road Infront of Civil court
Puri – 752001.

Dear Sir:

Ref: Grant of Lease for “for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “in the District of Puri, Odisha.

This has reference to the Bid being submitted by _____(*name of Bidding Company*), in respect of the aforementioned Project.

We hereby confirm the following:

We, _____ have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

1. The Request for Proposal and the other Bidding Documents issued by City Mission Director, Puri/PD DUDA.
2. All subsequent communications between City Mission Director, Puri/PD DUDA and the Bidder, represented by _____ (*name of Bidding Company*)
3. The Bid being submitted by _____ (*name of Bidding*)

Dated this the _____ Day of _____ 2018

For _____

*(Name & Designation of person signing on behalf
of the Bidder)*

APPENDIX IX – FORMAT OF BANK GUARANTEE FOR BID SECURITY (Cover 1)

(To be issued by a Scheduled Bank in India)

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Odisha)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head Office / Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The PD DUDA, Puri having its office at Kacheri, Road Infront of Civil court Puri, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS, M/s. _____ Ltd., , having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “ in the District of Puri, Odisha (hereinafter referred to as the Bid).

And WHEREAS, in terms of the RFP, the Bidder is required to develop to City Mission Director, Puri/PD DUDA (**Which expression shall include its successors and assigns**), a Bank Guarantee for a sum of **Rs 5,00,000** (Rupees Five lakh only) towards developing, upgrade

operation & maintenance of Accommodation Unit at Jagannath Ballav Craft Complex, Puri for the aforesaid Bid.

KNOW ALL MEN by these presents that we, as the Guarantors are bound to City Mission Director, Puri/PD DUDA, to pay to it, in terms of this Deed of Guarantee, on behalf of -----
[Insert the name of the Bidding Company] the sum of **Rs. 5,00,000** (Rupees Five lakh only). The Guarantor binds itself and its successors and assigns by these presents. This Bank Guarantee is irrevocable and issue of any prior notice by City Mission Director, Puri/PD DUDA for invoking it is hereby waived.

Sealed with the Common Seal of the Bank this _____ day of _____ 2018.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to City Mission Director, Puri, Puri an amount not exceeding **Rs. 5,00,000** (Rupees Five lakh only) (**hereinafter referred to as the Guaranteed Amount**), within 5 days of receipt of a written demand from City Mission Director, Puri/ PD DUDA calling upon the Guarantor to pay the said amount.
- b) The Bid security shall be forfeited in the following cases:
 - If in City Mission Director, Puri/ PD DUDA opinion, the Bidder has committed a material breach of any of the terms and / or conditions contained in the RFP and / or subsequent communication from City Mission Director, Puri/ PD DUDA in this regard; and / or
 - If the Bidder modifies or withdraws the Bid except as provided above in the RFP and / or
 - If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and / or
 - If the Bidder fails or refuses to execute the Letter of Allotment (in the event of the award of the Project to it) within the time limit specified for the same; and/or

- If the Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by City Mission Director, Puri/ PD DUDA; and / or
 - If any information or document developed by the Bidder turns out to be misleading or untrue in any material respect
- c) Any such demand made on the Guarantor by City Mission Director, Puri/ PD DUDA shall be conclusive and absolute as regards the forfeiture of the Guaranteed Amount due and payable by the Guarantor under this Guarantee.
- d) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of City Mission Director, Puri/ PD DUDA is disputed by the Bidder or not.
- e) This Guarantee shall be irrevocable and remain in full force for a period of 6 (Six) Months from _____the _____, 2018 or for such extended period as may be mutually agreed between City Mission Director, Puri/PD DUDA and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- f) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder / the Guarantor or any absorption, merger or amalgamation of the Bidder/ the Guarantor with any other person.
- g) In order to give full effect to this Guarantee, City Mission Director, Puri/PD DUDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non-exercise / delayed exercise of any of its rights by City Mission Director, Puri/PD DUDA against the Bidder or any indulgence shown by City Mission Director, Puri/PD DUDA to the Bidder and the Guarantor shall not be relieved from its obligations under this bank guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of City Mission Director, Puri/ PD DUDA or any indulgence by City Mission Director, Puri/ PD DUDA to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

h) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and Delivered by _____ Bank

by the hand of Mr/Ms _____

its _____ and authorized official

(Bank's Seal to be affixed)

APPENDIX X - FORMAT FOR ELIGIBILITY CRITERIA

A. Format for Solvency

Applicant Type	Net Worth as on _____, 2018.
Solvency	

- ❖ A solvency certificate of Rs. 25.00 lakhs shall be submitted as a proof of solvency.
- ❖ Audited Balance Sheet as on 31/03/2018 shall be submitted along with the bid.
- ❖ Proof of having experience of 5 Years of any commercial activity.

APPENDIX XI – FORMAT FOR FINANCIAL OFFER (Cover -2)

Date:

To

The Project Director DUDA, Puri.
Kacheri, Road Infront of Civil court
Puri – 752001.

Dear Sir:

Ref: Financial Offer for “Bid for Operation, Maintenance, improvement and development of Banki Muhan Park Constructed under HRIDAY “ in the District of Puri, Odisha.

I/ we offer to Upgrade, Operate & Manage the above mentioned Project on the stipulated terms and conditions and other particulars therein. I / we hereby submit our unconditional financial offer as follows:

I / we hereby offer and agree to pay Rs. _____ (*Rupees* _____) as Upfront Payment (non-refundable). I / we also offer and **agree to pay the Annual Rental as 10% of the up-front fee.**

This proposal and all other details developed by us shall constitute a part of our Bid. I / we understand that City Mission Director, Puri/PD DUDA is not bound to accept the highest or any Bid received.

I/ we agree that my / our Bid shall remain valid for a period of 12 months from the Bid Due Date prescribed for submission of proposal. I / we confirm that our Financial Offer is unconditional and that we accept all terms and conditions specified in the RFP. I/ we agree to bind by this offer if we are the Selected Bidder.

For and on behalf of:

Signature:

(Authorised Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

SEAL OF THE BIDDING ENTITY