

Government of Odisha
Tourist Office, Puri

Letter No. 521 /TO, Puri

Dt. 18.06.18

Expression of Interest

For furnishing, upgrade, operation & maintenance
of Low cost Accommodation Unit at Jagannath
Ballav Craft Complex in the District of Puri, Odisha.

June, 2018

Tourist Office,

Near Subas Bose Square, Puri.

Tel. Phone: (06752- 222664), Email: - touristofficepuri@gmail.com

1 INTRODUCTION

- 1.1 ADT (Assistant Director, Tourism), Puri on behalf of Govt and the committee formed for the purpose, proposes to lease out the Low Cost Accommodation units for tourist/pilgrims use at Jagannath Ballav Craft complex through Public Private Partnership.
- 1.2 Collector/ADT proposes to lease this property on "as-is-where-is-basis" for operation, up-grade, maintain, furnish etc. by a private player. The tender paper can be purchased by depositing Rs. 2000/- from the Tourist Office Puri from 10 am. to 5 pm. of dt.18/06/2018 to dt.27/06/2018. Last date for submission of tender paper is 3 pm of dt.04/07/2018.
- 1.3 The **Selected Bidder** shall be responsible for the up-gradation, furnishing, operation, maintenance, share and transfer 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 between Collector/ADT. Collector/ADT will grant rights to the Selected Bidder to up-grade operate and transfer the Project for the term of the lease (the "**Lease Term**").
- 1.4 At the end of the Lease Term, the Project Facilities both movable & immovable provided by Collector/ADT and developed by the Selected Bidder shall revert back to Collector/ADT, free of cost and free of all encumbrances.

2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 2.1 For the Accommodation Project, Collector/ADT 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 Collector/ADT may notify at its sole discretion. Collector/ADT 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.
- 2.3 Any queries or request for additional information shall be taken care up during the pre-bid meeting scheduled to be held under the Chairmanship of the ADT Puri on dt. 26/06/2018 at 11.30 AM in his office chamber.
- 2.4 The site visit can be made during any of the working days.
- 2.5 The last date for submission of Bids is dt.04/07/2018 at 3 PM.
- 2.6 Opening of Cover – I is dt. 06/07/2018 at 11 AM & Cover - II is dt. 09/07/2018 at 11 AM.

3 ELIGIBILITY CRITERIA

- 3.1 The Bidder must have minimum solvency of Rs.25.00 lakh as on 31.03.2018. Bidder shall submit solvency certificate of Rs. 25 Lakhs in this regard as a proof.

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. 2000/- paid to ADT as a proof of purchase of the tender paper.
 - EMD of Rs. 2,00,000.00 (Rupees Two lakh) only in favour of Asst. Director, Tourism, Puri drawn in any of the Nationalised bank.
 - Solvency Certificate of Rs. 25 lakhs.
 - Audited Balance sheet as on 31/03/2018
 - GST registration number and document as a proof.
 - Copy of PAN Card
 - **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 Collector/ADT.

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.

4.3 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 Collector/ADT;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Collector/ ADT 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 Collector/ADT, 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 Collector/ADT 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 Collector/ADT.

4.6 Right to accept or reject any or all Bids

4.6.1 Collector/ADT 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 Collector/ADT reserves the right to reject any Bid and appropriate the EMD.

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 Collector/ADT 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 Collector/ADT, including annulment of the Bidding Process

Collector/ADT shall also have the right to appropriate the Bid Security or the Performance Security as the case may be, in the event of mis-representation by the Bidder(s).

A DOCUMENTS

4.7 Clarifications

4.7.1 No material change in the Bid would be permitted.

4.7.2 Collector/ADT 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 Collector/ADT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.

4.7.4 Collector/ADT 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 Collector/ADT 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 Asst. Director Tourism, Puri.

"Bid for low cost accommodation & other facilities at JB Craft Complex".

Address : C/o- Tourist Office, Subas Bose Square, Puri , Phone - 06752 – 222664

Email : touristofficepuri@gmail.com

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

5.1.7 Bidder can submit the Bid by registered post or courier only so as to reach the designated address by the Bid due date. Collector/ADT shall not be responsible for any delay in submission of the Bids. Any bids received by Collector/ADT 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/Odiya 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 Collector/ADT 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 EMD of Rs. 2,00,000.00 (Rupees Two lakh only) (as 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 ADT 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 Asst. Director, Tourism, 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 Collector/ADT.

6.1.3 The Selected Bidder's Bid Security can be withdrawn upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the LA. Collector/ADT 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 Collector/ ADT 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 Collector/ADT;
- If any information or document furnished by the Bidder is found by Collector/ADT 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 furnish the Performance Security for Operation Phase ; or
- In case the Selected Bidder, having signed the LA, commits any breach thereof prior to furnishing 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”) in favor of Asst. Director, Tourism, 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 for each subsequent year should be submitted to Collector/ADT by the Selected Bidder at **least 7 days before the expiry of the existing security deposit** – to ensure that the Performance Security is always valid.

7.1.3 The Performance Security shall be en-cashed at the sole discretion of Collector/ADT towards any liquidated damages that may be payable by the Selected Bidder to Collector/ADT 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, Collector/ADT 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 Collector/ADT 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, Collector/ADT 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, Collector/ADT may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by Collector/ADT 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, Collector/ADT 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 Collector/ADT 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 Collector/ADT on "as-is-where-is" basis.
- 9.2 The Selected Bidder is expected to upgrade, furnish, operate, maintain, share the Accommodation.
- 9.3 The Accommodation design and layout for up-gradation would require the approval of Collector/ADT.
- 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 furnishing 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 Collector/ADT 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.

9.10 During the Car Festival occasion the accommodation will be reserved for 15 days in favour of Collector/Asst. Director, Tourism, Puri.

9.11 During the month of Kartika the accommodation will be used for Habisiali purposes for 35 days.

9.12 Non-Veg and Liquor/Alcohol is strictly prohibited within the accommodation of Jagannath Ballav Math Complex.

9.13 Roof of Jagannath Ballav Math Complex cannot not be used by the vendor for any purpose.

9.14 No modification is permitted in the structure.

9.15 Maximum rent per room per day will be Rs. 400/- for Non-AC single bed, Rs. 600/- for double bed Non AC and for AC single bed will be Rs. 800/- & for AC double bed Rs. 1200/-.

10. SUPPORT FOR THE PROJECT

10.1 Collector/ADT 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 Collector/ADT 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 10 (ten) years from the Appointed Date i.e. the date on which both Collector/ADT 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 Collector/ADT and the Selected Bidder as per the provisions of the LA.

11.2 The aforesaid Lease Term can be extended for another two terms of 10 (ten) 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 Collector/ADT are not able to arrive at mutually agreeable terms & conditions for the renewal of the Lease Term, then Collector/ADT 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 Collector/ADT, provided Collector/ADT 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 Collector/ADT 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 ADT, 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 Collector/ADT 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 Collector/ADT, 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;