

**Government of Odisha
Department of Tourism**

No 11765 /TSM
TCT-COOD-MISC-0030-2019

Bhubaneswar,

Dated 23.12.19

**Expression of Interest-cum-Request for Proposal for Leasing /
Construction / Upgradation / Redevelopment / Operation and
Management of Wooden Restaurant at Chandrabhaga, Puri
District, Odisha on PPP mode**

Department of Tourism (DoT) invites technical and financial proposals from prospective bidders for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management at Chandrabhaga Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode in accordance with the conditions and manner prescribed in the RFP document.

Detailed document can be downloaded from Odisha Tourism website <https://dot.odishatourism.gov.in/?q=tender> . Prospective bidders may apply to The Director, Tourism Department, Government of Odisha, Paryatan Bhawan, Bhubaneswar-751014. The last date for receipt of the application is 05.02.2020 upto 03.00 PM.


Director, Tourism

**Government of Odisha
Department of Tourism**



**Expression of Interest cum
Request for Proposal**

for

Leasing/ Construction/ Upgradation/
Redevelopment/ Operation and Management of
Wooden Restaurant at Chandrabhaga, Puri District,
Odisha on PPP mode.

Department of Tourism
Paryatan Bhawan, Lewis Road, Bhubaneswar
751014 Phone: (0674) 243 2177 | Fax: (0674) – 243887
<https://dot.odishatourism.gov.in>

DISCLAIMER

The information contained in this RFP document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Schedule of Bidding Process

Department of Tourism (DoT) invites technical and financial proposals from prospective bidders for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management at Chandrabhaga Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode, in accordance with the conditions and manner prescribed in the RFP document.

Prospective bidders are advised to study the RFP document, available at <https://dot.odishatourism.gov.in/?q=tender>, carefully before submitting their proposals in response to the RFP. Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

Important Dates and Information:

Sl. No	Information	Details
1	Date of Issue of RFP Document	24/12/2019
2	Site visit (during office hours)	07/01/2020
3	Last date for submission of written/online queries for clarification	09/01/2020 upto 17:00 Hrs
4	Pre-Bid Meeting	14/01/2020 at 12:00 Noon
5	Response to Pre-Bid Queries	16/01/2020, 17:00 Hrs
6	Last date of proposal submission	05/02/2020, 15:00 Hrs
7	Technical Bid Opening	05/02/2020, 16:00 Hrs
8	Financial Bid Opening	To be intimated later

1. INTRODUCTION

- 1.1 The Department of Tourism (DoT) owns and operates Chandrabhaga Wooden Restaurant in the state of Odisha. DoT proposes the Leasing/ Construction/ Upgradation / Redevelopment/ Operation and Management at Chandrabhaga Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.
- 1.2 Pursuant to the above, DoT intends to invite proposals from prospective bidders for aforementioned Tourism Property on Public Private Partnership (PPP) basis for the Lease Period of 30 (thirty) years.
- 1.3 An Agreement will be drawn up between DoT and the Successful Bidder (the “Developer/Operator”) on PPP basis (the “Concession Agreement”). Revenues from the “Project” will accrue to the Successful Bidder (“the Concessionaire”) undertaking the project during the Concession Period.
- 1.4 The bidding process for the selection of a suitable Developer /Operator for this project will be carried out following a single stage, 2 (two) packet system i.e. by submission of Technical and Financial bids separately. The eligibility of the Bidders to bid in the RFP stage will depend upon their meeting in entirety the minimum qualification criteria as laid down in this RFP document under Clause 5.2.4. However, bidder would be required to qualify as a ‘Bidder’ for the next stage of bidding i.e. opening of Financial Bid.
- 1.5 Interested bidders may download the RFP document from the website - <https://dot.odishatourism.gov.in/?q=tender>. The bids complete in all respect should be submitted in the manner specified in the RFP document.
- 1.6 The Contract Period shall be of 30 (thirty) years.
- 1.7 Details of the Property to be leased out

List of the property along with the details to be leased out is tabulated below:

Table 1: Details of the property to be leased out

Description	Details of Property
Area	1 Acre (approx.)
Existing facilities	a) Wooden Restaurant (structure partially damaged) b) Dining Area and Kitchen c) Toilet complex d) Landscaped area e) Boundary Wall

2 SCOPE OF WORK

2.1 The scope of work of the present assignment is;

- 21.1** The selected bidder will enter into a Lease-cum-Development Agreement (LDA) with the Authority for the leasing, construction, upgradation, redevelopment, operation, maintenance, design, upgradation, demolition (if required), renovation, restoration, furnishing, modernization, finance and management of the property. The agreement will be entered in to within 30 days of the issue of LOA to the Selected Bidder by the Authority.
- 21.2** The Concessionaire shall be required to prepare a “Minimum Development/ Upgradation Plan” and get the approval of the same from DoT and complete the development/ upgradation of the Project Facilities within the Period of 18-months period based on the Minimum Development / Upgradation Plan from the Compliance Date and obtain a Project Development Completion Certificate.
- 21.3 Responsibility of Developer:** The Developer shall comply with the following as his responsibilities during the Lease Period:
- a) Design, construct, redevelop, upgrade, finance, manage, market, operate and maintain the Property and Project Facilities, at its cost and expense in accordance with the provisions of the Lease cum Development Agreement, the Standards and Specifications, the Applicable Laws, terms of Applicable Permits and Good Industry Practice.
 - b) No accommodation/ boarding/ lodging facilities shall be developed by the developer.
 - c) Obtain and maintain at its cost all Applicable Permits, in conformity with the Applicable Laws and be in compliance therewith.
 - d) Provide to the Authority reports on a regular basis during the Lease Period on the refurbishment, renovations, addition of assets carried out and always provide the Authority such information, data and documents the Authority may reasonably require.
 - e) May contract at its cost and risk to Contractors possessing the requisite skill, expertise, capacity and technical and financial qualifications, the designing, engineering, procurement and implementation furnishing/re-furbishing work in the Project or any part thereof relating to construction, furniture, furnishings and equipment, plant, systems and fixtures, operating equipment, contracts with employment contractors for providing labour (peons, waiters, cleaners, gardeners, plumbers, electricians, drivers etc.) and clerical staff (receptionists, telephone operators, clerks etc.) and with car rental agencies for providing chauffeur driven vehicles/taxis on hire.
 - f) The Developer shall supervise, monitor and control the activities of Contractors under their respective Project contracts as may be necessary. The appointment of Contractors shall not relieve in any way the Developer of its obligations.

- g) Be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labor and personnel employed by the Developer, its Contractors, agents and representatives on or in connection with the works or the Property under or through whatever legal relationship.
- h) The employees of the Developer and its Contractors shall at all times be the responsibility of the Developer and the Authority shall not be liable in any manner whatsoever in respect of such employees and their employment.
- i) Develop, implement and administer a surveillance and safety program for the Project and the users thereof and its and the Contractors labour and personnel engaged in the provision of any services under any of the Project contracts, including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.
- j) Take all reasonable precautions for the prevention of accidents on or about the Property and provide all reasonable assistance and emergency medical aid to accident victims. The Developer shall maintain liaison with emergency service providers and seek necessary police assistance on payment of applicable charges for the provision of such services as are not provided in the normal course or are available only on payment.
- k) Not place or create nor to permit any Contractor or other Person claiming through or under the Developer to create or place any Encumbrance over all or any part of the Property, Project Facilities, Project Assets, or on any rights of the Developer therein so that the Property remains free from all encroachments during the Lease Period and take all steps necessary to remove encroachments, if any.
- l) Pay in a timely manner all taxes, duties, levies, cess and charges in respect of the operation of the Property and its business, including but not limited to income tax, Goods and Service Tax (GST), excise duty, customs duty and octroi that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project.
- m) Pay all charges, taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Developer or its Contractors and agents during the implementation and operation of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of

- any disruption thereof due to disconnection or withdrawal of the facility.
- n) Promptly remove from the Property in accordance with Good Industry Practice all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials, all types of solid and liquid waste), rubbish and other debris and keep the Property in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.
 - o) Be liable for all hazardous, dangerous and other goods, materials, creatures and substances brought, kept, stored or handled at the Property.
 - p) Maintain requisite insurance in accordance with the provisions hereof.
 - q) Provide or arrange at its cost during the Lease Period power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the implementation, operation and maintenance of the Project and be in compliance to the requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practice.
 - r) Hand over the property, Project Facility and Project Assets to the Authority or its nominated agency upon the expiry/termination of the Lease Period at INR1/- value.
 - s) Arrange, procure or provide at its cost all the infrastructure facilities, services and requirements, all goods, materials, consumable and things required for the implementation, operation and maintenance of the Property during the Lease Period.
 - t) Operate, maintain, manage, repair / refurbish the Property at its cost and risk during the Lease Period in accordance with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Applicable Permits and Good Industry Practice.
 - u) Employ qualified Persons to efficiently operate and manage the Project.
 - v) Make available all necessary financial, managerial, technical, technological and other resources for the operation, management and, maintenance of the Project
 - w) Ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned there from.
 - x) Comply with all Applicable Law in implementing, operating, maintaining and managing the Project Facility, including those relating to safety, health, sanitation, environment, labour and hazardous and dangerous materials.
 - y) Promptly and diligently repair, replace or restore the Project Facility and Project Asset or part thereof which may be destroyed, lost or damaged.
 - z) Ensure timely payments to the Authority and submit reports at suitable

interval related to Gross Revenue, Annual Report, Balance Sheet etc.

- aa) Comply with all its obligations herein, including in respect of the opening and operation of the Escrow Account and deposit of all collections/payments of revenues therein and provisions relating to payments by the Developer to the Authority.

2.1.4 Responsibility of the Authority:

The Authority shall comply with the following as its responsibilities during the Lease Period:

- a) Provide the Lease Property free from encumbrances to the Developer during the Lease period
b) Pay the property tax to the Government Authorities in respect of the land and buildings comprising of the Property, provided that the Operator shall reimburse the same to the Authority

2.2 Duration of the Contract

The period of the lease shall be 30 (thirty) Years, commencing from the date of the signing of the agreement.

The Agreement format will be provided to the selected Agency by Authority before execution of the same.

2.3 Bid Parameters

Upfront Fee – Bids are invited on the basis of offering **Highest Upfront Fee** to the Authority for award of the Rights of Development / Upgradation, Operation & Maintenance of the Project.

The selected bidder shall, within thirty (30) days of the date of issuing LOA and prior to signing of the agreement, be required to pay the Upfront Fee in the form of Demand Draft in favour of “**Director Tourism**” issued by Scheduled Commercial Bank payable/encashable at Bhubaneswar.

The Upfront Fee amount shall constitute the sole criteria for evaluation of Financial Bids. The Annual Rental fee shall be payable to the Authority by the “Concessionaire” on the date of signing of Agreement.

2.4 Lease Rental – Annual Rental

The Annual Rental Fee will be the 10% of the upfront fee which shall be increased once every two years as per prevalent Wholesale Price Index/Consumer Price Index whichever is higher at the time of estimation. The annual contract fee shall be paid within the first 7 days of the subsequent year.

2.5 Minimum Development/upgradation Obligation:

The developer / operator shall meet the following minimum development / upgradation obligations while designing, redeveloping, augmenting the Property:

SI	Name of Property	Minimum Development Obligations
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1	Chandrabhaga Wooden restaurant	Ground Floor	i. 9 Shop outlets (Each shop 13.12 ft x 16.14 ft) ii. 1 Restaurant (45 ft x 60 ft) iii. Toilets
		First Floor	i. 2 Fine Dine Multi-cuisine Restaurants (45 ft x 60 ft each)
		Second Floor	i. Roof top open restaurant (30 ft x 29 ft)
		Common Area	i. 14 food kiosks (16.14 ft x 16.14 ft each) ii. Redevelopment of existing toilet complex

- Subject to the MDOs and RFP specifications the Developer shall be free to implement their own concept and designs with prior approval from DoT and also taking into consideration all the applicable Byelaws/ Norms and regulations as applicable for the Project Site.
- The Developer shall upgrade / renovate / modernize the existing facilities and create / add other assets including overall development as required for the property.
- The developer shall construct, redevelop, finance, upgrade, operate, manage and maintain the Property, Project Facility and Project Assets as per Good Industry Practice from the Appointed Date.
- The Property, Project Facility and Project Asset under consideration shall be used only for providing Hospitality/Tourism services.
- Complete the Upgradation Phase within 18 months from the Appointed Date
- Augmentation/expansion/Development of the Property with prior approval from the Authority to be in line with the local building regulations, and other Applicable Laws.
- Follow the Building bye-laws and Regulation of the nearest Urban Area for additional construction/development in case the Unit/Property is in Rural Area.
- Non-violation of all applicable Environmental Standards and Pollution Control Norms as laid down by Central / State Pollution Control Board.
- Existing local development controls, if any, will be binding if they are more limiting than the Project Specifications / Minimum Requirements.
- Operate the Project without disturbing the natural surroundings and ensuring that the local flora and fauna are not disturbed.
- Create an adequate waste disposal system for management and disposal of the waste generated through the Project.
- Responsible for maintaining hygiene and quality standards at the Property and Project Facilities and providing quality services to tourists.

- Responsible for providing adequate security for the tourists using the Project facilities and ensuring there is no damage or loss to Project Facilities.

2.6 Investment Plan

2.6.1 The Bidder as a part of the Technical Proposal is required to state the Investment Plans for leasing/ construction/ upgrading/ redevelopment the existing facilities and creation/addition of other assets including overall development as required for the Property. The upgradation Phase shall be completed within 18 months from the Appointed Date.

2.6.2 The Developer shall construct/upgrade/redevelop the existing facilities and create/add other assets including overall development as required for the Property and shall make an investment of an amount estimated under the Minimum Development / Upgradation Plan as mentioned under Clause 2.1.2.

2.6.3 During the Development Phase the Developer has to improve the Property, Project Facility and Project Asset, a guideline of which is given below:

Providing improved Hospitality/Tourism Services such as:

2.6.3.1 Provide well-furnished facilities and best services based on the market demand

2.6.3.2 Provide quality and hygienic food and beverages with best-in-class service

2.6.3.3 Maintain and offer standard amenities and services to the visitors

2.6.3.4 Provide additional leisure services and/ or facilities, that may be based on the cultural, historic, and social attractions of the local area or on the appeal of a different environment

2.6.3.5 Provide well defined areas for Parking for public and private vehicles

2.6.3.6 Maintain overall hygienic environment of the property through well-developed landscaped (green) area, drainage system, lighting system, safe and secure environment, etc.

3. GENERAL TERMS AND CONDITIONS

3.1 Scope of the Proposal

3.1.1 Detailed description of the project and other requirement relating to this assignment are specified in the RFP. The intending Bidders should participate in the selection process in response to this invitation.

3.1.2 The Applicant shall submit their proposal in the form and manner specified in the Form-8 Annexure of the RFP. The Financial Proposal shall be submitted in the aforesaid format. Upon selection, the Applicant shall be required to enter in to an agreement with as per aforesaid format.

3.2 Brief Description of the Selection Process

The evaluation of the proposal will be completed in 2 Steps:

- Step 1 – Opening of Technical Proposal
- Step 2 – Opening of Financial Proposal

The entire bidding process has been explained elaborately in Clause 5 of this RFP document.

The selection of Agency / Institution / Firm will be based on the evaluation on the

parameter mentioned under the following evaluation criteria.

3.3 Minimum Eligibility Criteria

3.3.1 The Applicant meeting the following minimum eligibility criteria, should submit

The proposal for individual property.

3.3.2 The applicant must be a company registered under the Companies Act 1956/ the Companies Act, 2013 or a Limited Liability Partnership registered under the LLP Act, 2008 or partnership or proprietorship.

Sl.No	Eligibility Criteria	Description
1	Technical	<p>a. The applicant should be in existence for at least 5 years before proposal due date.</p> <p>1. Tourism Infrastructure Projects:-</p> <p>b. The applicant should have 5 years of experience in construction/ upgradation/ redevelopment operation and management of “Food Court / Multi-Outlet Food Plaza/ Eat Streets/ Multi-cuisine Restaurants/ 3 Star Hotels with Multiple Restaurants/ Wayside Amenities with Multiple Food Outlets” with a minimum project cost of 5 Crores whose construction is already completed, and which is into the commercial operations as on the date of issue of this RFP. And</p> <p>c. In case of Joint Venture: Any one of the partners must have experience in construction/ upgradation/ redevelopment operation and management of “Food Court/ Multi-Outlet Food Plaza/ Eat Streets/ Multi-cuisine Restaurants/ 3 Star Hotels with Multiple Restaurants/ Wayside Amenities with Multiple Food Outlets” with a minimum project cost of 7 Crores, whose construction is already completed and which is into the commercial operations as on the date of issue of this RFP. OR</p> <p>2. Core Infrastructure Projects</p> <p>d. The applicant should have minimum 5 Years’ experience in Development / Construction of ‘Core Infrastructure Development Projects’ such as IT Parks, Industrial Parks, Shopping Malls & Multiplexes, Commercial & Office Complexes, Townships & Residential Complexes, Super Specialty Hospitals, etc., having a ‘Project Cost’ of not less than Rs.10.00 Cr., which was commissioned during last 10 Years. And</p>

		<p>e. In case of joint venture any one of the partners should have minimum 5 Years' experience in Operations & Management of 'Core Infrastructure Project' with a minimum Project Cost of Rs.10.00 Cr., during last 10 Years.</p> <p>f. The firm must have appropriate trade license</p>
2	GST Registration	<p>a. Should have valid GST registration.</p> <p>b. In case of Joint Venture, both the firm must have valid GST Registration Certificate</p>

3.4 Financial Eligibility Criteria

Bidders should meet the Net worth & Annual Turnover criteria from tourism business as given in the table below.

Project No.	Name of Property	Minimum Net-worth as on 31 March 2019 (In INR Lakh)	Minimum Average Annual Operating Turnover for last three Financial Year(FY2016-17, 2017-18, 2018-19) (In INR Lakh)
1	Chandrabhaga Wooden Restaurant, Puri	200	400

Note:

- 3.4.1 The bidders who does not have tourism experience criteria must have Net worth two times as mentioned above.
- 3.4.2 The bidder must submit a Proof of Registration of the legal entity (Certificate of Incorporation)
- 3.4.3 Audited Balance Sheets of the last three financial years (FY2016-17,2017-18,2018-19)must be submitted in support, without which the bid may not be considered.
- 3.4.4 Certificate of Statutory Auditor/ Chartered Accountant for Annual Turnover and Net worth for last three financial years must be provided.
- 3.4.5 The bidder must submit copy of work orders and its completion certificates of assignments issued by the client.
- 3.4.6 Must submit the GST registration certificate & PAN Card Copy.

3.5 Consortium

- 3.5.1 The Bidders are allowed to form consortium or joint venture for participating in the project.
- 3.5.2 In case of joint venture any of the partner must have experience in operating and managing of Tourism Properties.
- 3.5.3 The number of members in a consortium can be a maximum of 2 (two) including Lead Firm.
- 3.5.4 The Proposal should contain information required for each member of the

Consortium.

- 3.5.5 The parties to a Consortium shall be required to form a Special Purpose Company (the “SPC”), incorporated under the Indian Companies Act, 2013, in due course. The SPC shall execute the Project(s) if awarded to the Consortium.
- 3.5.6 The Members of the Consortium shall nominate one member as the lead member (the “Lead Member”) who shall be the point of contact throughout the Bidding Process. The Lead Member should be a member who meets at least 51% of the Financial Eligibility Criteria. The consortium member meeting the Technical Eligibility Criteria should have a minimum equity share of 26% in the SPC for at least 3 years from the date of commencement of commercial operations as defined in the Agreement.
- 3.5.7 The Lead Member shall have an equity share of at least 51% (fifty-one per cent) in the SPC for at least 3 years from the date of commencement of commercial operations as defined in the Agreement and a minimum equity share of 26% in the Consortium for at least 10 years from the above date. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP, signed by all the other members of the Consortium.
- 3.5.8 The minimum shareholding for the consortium members in the SPC shall not be permitted to go below 5% during the Lease Period.
- 3.5.9 The Bidder should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations.
- 3.5.10 A member of a Consortium cannot be a member of any other Consortium bidding for the same Way Side Amenity Centers. Members of the Consortium shall enter into a binding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
- 3.5.10.1 Convey the intent to form an SPC in accordance with this RFP, with shareholding ownership equity commitment(s) and that the SPC would enter into the Agreement and subsequently carry out all the responsibilities as the Operator, in case the Project is awarded to the Consortium;
 - 3.5.10.2 Clearly outline the proposed roles and responsibilities of each member at each stage;
 - 3.5.10.3 Commit the minimum equity stake to be held by each member; and
 - 3.5.10.4 Include a statement to the effect that all members of the Consortium shall, till such time they incorporate an SPC and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms & conditions.

A copy of the Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Consortium should be applicable to all the Projects bid for by the Consortium and should fulfill the above requirements, failing which the Bid shall be considered Non-Responsive.

3.6 Payment: Fee & Deposits to be Paid by the Applicant

3.6.1 Earnest Money Deposit & Cost of RFP Document

The Proposal shall be accompanied by a Bid Security, (the "Bid Security") required for each Project bid for by the Bidder in the form of Demand Draft/ Bank Guarantee issued by Scheduled Commercial Bank in favor of "Director Tourism" payable/encashable at Bhubaneswar as prescribed in the table below:

Sl.No	Name of Property	Bid Security in INR
1	Chandrabhaga Wooden Restaurant	10,00,000/-

- (a) The EMD shall be valid for a minimum period of 180 days from the Proposal Due date. On request from DoT, the Applicants would be required to extend the validity of the Proposal Security on the same terms and conditions.
- (b) Any Proposal submitted without EMD & document fee in the form as specified in the RFP document shall be summarily rejected.
- (c) The EMD of the successful bidder (s) shall be refunded on the submission of the Performance Guarantee
- (d) The EMD of Applicants whose Proposal is rejected on account of being Non- Responsive or Non-Reasonable in accordance with the RFP document, will be returned / refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by DoT to the Applicant. The EMD may be forfeited by DoT, in the following cases:
- (i) If the Applicant withdraws his Bid/ Proposal after Technical Proposal opening and during the proposal validity period.
 - (ii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to sign the Agreement.
 - (iii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to furnish the required Performance Security in the form of Bank Guarantee issued in favour of "Director Tourism" payable at Bhubaneswar.
 - (iv) Or fails to start the work within stipulated period.
- (b) **Tender Fee:** The proposal shall also be accompanied by non-refundable Document Fee for a value of INR 50,000/-(excluding GST)(Rupees Fifty Thousand only) per project being bid by the bidder as per the clause 3.4.1 (a), in the form Demand Draft in favour of "Director Tourism" payable at Bhubaneswar.
- (c) Proposal submitted without Bid Security & Document Fee in the form as specified in the RFP document shall be summarily rejected.
- (d) For the Project, the Annual Lease Rental for first year shall be equal to 10% of Upfront Payment. For subsequent years, Annual Lease Rental shall be increased once every two years at the rate of percentage rise in Wholesale Price Index (WPI)/ Consumer Price Index (CPI) whichever is higher as prescribed in the LDA.

- (e) The Selected Bidder for Project should make all payments – the Upfront Payment and the Annual Lease Rental for that Project – through demand draft in favor of Director Tourism, drawn on a Scheduled Commercial Bank payable/encashable at Bhubaneswar.
- (f) The Proposal Security of Applicants whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, will be returned / refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by the Applicant. The Proposal Security shall be forfeited by, in the following cases:
 - (i) If the Applicant withdraws his Bid/ Proposal after Technical Proposal opening and during the proposal validity period.
 - (ii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to sign the Consultancy Agreement.
 - (iii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to furnish the required Performance Security as per Clause 3.4.2.
 - (iv) Or fails to start the work within stipulated period

3.7 Performance Security

3.7.1 The Selected Bidder shall submit a Performance Security prior to the signing of the Agreement in the form of an irrevocable & unconditional Bank Guarantee from a Scheduled Commercial bank. The Performance Security shall be for an amount equivalent to 5 (five) times the Annual Lease Rent for the first year. An amount equal to 3 (three) times the Annual Lease Rent for the first year shall be released upon the successful completion of the Development Obligation and remaining Performance Security [equal to 2 (two) times the Annual Lease Rent for first year shall be retained till the completion of Lease Period and shall be released after 6 months from the end of Lease period.

3.7.2 The Performance Security shall be forfeited at the sole discretion of the Authority towards any liquidated damages that may be payable by the Selected Bidder to the Authority and/or against termination eventualities attributed to the Selected Bidder, under the terms of the Agreement.

3.7.3 Service tax and any other applicable taxes shall be payable by the Developer.

3.8 Due Diligence, Inspection and Investigation

The Applicants shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Assignment, including visiting the sites mentioned in the RFP and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site and other data with, applicable laws and regulations or any matter considered relevant by them.

3.9 Validity of Proposal

3.9.1 The Proposal shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the due date of submission ("Proposal Validity

Period”). reserve the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of with same terms & condition.

3.9.2 An Applicant agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Proposal Security for the period of extension.

3.9.3 The Proposal Validity Period of the Successful Applicant shall be extended till the date of execution of the Management Contract.

3.10 Right to Reject the Proposal

Notwithstanding anything contained in this RFP Document, reserve the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon an Applicant or create any obligation / liability upon of any type whatsoever.

3.11 Interpretation

In case of any ambiguity in the interpretation of the conditions of the Selection and scale of charges, the interpretation of the Director, DoT will be final and binding on the parties to the conditions of Selection.

3.12 Award of Project

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, to the Selected Applicant and the Selected Applicant shall, within 7 (Seven) 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, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by and the next eligible firm may be considered for the project

3.13 Signing of the Agreement

The preferred agency required to execute the agreement within such time period from the date of issue of LOA, as specified by DOT.

3.14 Commencement of Assignment

The Selected Agency shall commence the Services as per the assignment within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed.

3.15 Consortium

The Bidders are allowed to form consortium for participating in the project.

3.16 Proprietary Data

All documents and other information provided by DoT or submitted by an Applicant to DoT shall remain or become the property of DoT. Applicants have to treat all information as strictly confidential and will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to DoT in relation to the Service

shall be the property of DoT.

3.17 Default of Service

Deviation and/ or Refusal and/ or non-Performance towards in any of the obligations described in the Scope of Services would be treated as default of service of the selected Firm. Upon default of service, the DoT would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the DoT would also have the right to terminate the agreement with the selected firm without assigning any reasons thereof.

3.18 Disputes

3.18.1. All disputes between the Successful Applicant and DoT shall be settled as per the Dispute Resolution procedure elaborated in the Draft Management Contract. During the bidding process no dispute of any type would be entertained. Even in such cases where DoT ask for additional information from any Applicant, the same cannot be adduced as a reason for citing any dispute.

3.18.2 The courts at Bhubaneswar alone shall have the exclusive jurisdiction to try all the cases arising out of this RFP document.

4. SUBMISSION OF APPLICATION

Applicants may send their queries to in writing in [info@odishatourism.gov.in/](mailto:info@odishatourism.gov.in)pmuodishatourism@gmail.com during the period as mentioned in the Schedule of RFP. All the Applicants will be sent clarification to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by DoT.

4.1 Pre-Bid Meeting

- (a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- (b) The Applicants designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date and place as mentioned in the Schedule of the RFP.
- (c) **Date of Pre-bid meeting** is 14/01/2020, 12.00 Noon

Venue:

Conference Hall,
Department of Tourism,
Paryatan Bhawan, Lewis Road,
Bhubaneswar – 751014

4.2 Amendment of RFP

At any time prior to the Proposal Due Date, may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP through the issuance of Addendum. This will be uploaded to the web site (<https://dot.odishatourism.gov.in/?q=tender>) which will also be treated to be a part of the RFP document.

4.3 Preparation and Submission of Proposal

The Applicants are to submit the Security Deposit, Processing Fees, and Technical & Financial Proposal in three separate sealed covers and all the covers packed in one sealed packet mentioning the name of the project is to be

sent to the following address. Completed proposals shall be accepted on or before the specified date and time at the address given below.

Director Tourism,
Paryatan Bhawan,,
Lewis Road,
Bhubaneswar - 751014, Odisha

4.4 Language and Currency

4.4.1 The Proposal and all related correspondence and documents shall be written in English language.

4.4.2 The currency for the purpose of the Proposal shall be INR.

4.5 Sealing and Marking of Proposal

4.5.1 The proposals shall be sealed, marked and submitted as explained below:

(a) **Envelope No.1** containing the EMD and document Fees shall be marked as **“EMD” & “Bid Document Fee” for “Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.”**. The Envelope 1 shall contain the following:

i. The EMD as prescribed 3.4.1(a)

ii. Bid document fee in the form of a Demand Draft

(b) **Envelope No. 2** duly marked as **“Technical Proposal for “Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.”** and shall contain the following:

i. Covering Letter as per format provided in Form-1

ii. Details of applicant in Form-2

iii. List of relevant works carried out in last three years as per Form-3.

iv. Power of Attorney for signing of proposal in Form-4 (if applicable)

v. EMD in form of DD or Bank guarantee in format as per Form-5

vi. Copy of registration / incorporation certificate of the company / firm.

vii. Copy of GST Registration Certificate

viii. Annual Audited reports (Turnover certificate along with balance sheet and profit loss account duly certified from a chartered Accountant of last three consecutive years (i.e. for 2016-17, 2017-18 and 2018-19).

ix. Proof Net-worth Certificate for last three financial years (i.e. for 2016-17, 2017-18 and 2018-19 duly certified by Chartered Accountant.

(c) **Envelope No. 3**, duly marked as **“FINANCIAL PROPOSAL”** (As per Form-

6) for **“Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.”**. and clearly written on top of the Envelope **“Do Not open with Technical Proposal”**

and shall contain the following:

- i. Financial Proposal as format Form-6
- (d) Both the Technical and Financial Bid shall be placed within an Outer Envelope on which it shall be clearly written “**Expression of Interest cum Request for Proposal for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.**”.
- (e) If the envelope is not sealed and marked, as instructed above, Department of Tourism assumes no responsibility for the misplacement or premature opening of the Proposal submitted.
- (f) The Bids shall be received at the below address until proposal Due Date. Bidders shall submit their Proposals by registered post/speed post/courier only so as to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be no drop box facility available and hand delivery is not allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

Address: Director, Tourism
Paryatan Bhawan,
Lewis Road, Bhubaneswar-751014 (Odisha)

5. EVALUATION OF BIDS

5.1 Step-1 – Technical Evaluation

- 5.1.1 The Technical Proposals will first be evaluated to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:
 - a) the Technical Proposal and all documents specified in Clause 4.6.1 are received in the prescribed format;
 - b) the Proposal is received by the Proposal Due Date, including any extension thereof;
 - c) it is signed, sealed and marked in accordance with the provisions of the RFP, including specifically, as per Clause 4.6;
 - d) it contains all the information and documents (complete in all respects) as requested in the RFP; and
 - e) it does not contain any condition or qualification.
- 5.1.2 DoT shall evaluate and determine whether the Bidders who have submitted responsive Technical Proposals satisfy the eligibility criteria.
- 5.1.3 If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.
- 5.1.4 In order to determine whether the Bidder satisfies the eligibility criteria, DoT will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which DoT receives from the Bidder upon request by DoT.
- 5.1.5 Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, DoT reserves the right to reject the

Proposal.

- 5.1.6 Upon completion of evaluation of the Technical Proposals, DoT will notify the Bidders on the date specified in the Bid Schedule, whether they are qualified and eligible for opening of Financial proposal. The Financial Proposals of those Bidders who do not qualify will not be opened.

5.2 Step II: Opening of Financial Proposal

- 5.2.1 The bidding parameter for selection of the Selected Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the Upfront Concession Fee to be quoted by the Bidder in INR. DoT shall open the Financial Proposals of only the qualified Bidders and evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found-
- a) not to be complete in all respects; or
 - b) not duly signed by the authorized signatory of the Bidder; or
 - c) not to be in the prescribed format; or
 - d) to contain alterations, conditions, deviations or omissions then such Financial Proposal shall be deemed to be substantially non-responsive.
- 5.2.2 In the presence of representatives of the technically qualified Bidders that choose to be present at the opening of financial proposal meeting, DoT shall follow the procedure set out below for selecting the Selected Bidder:
- 5.2.3 DoT shall first tabulate the upfront concession fee quoted by each qualified Bidder that has submitted a substantially responsive Financial Proposal.
- 5.2.4 In the course of tabulation, if DoT finds a discrepancy between words and figures quoted for the upfront concession fee, then the amount in words shall prevail.
- 5.2.5 Once the upfront concession fee by each eligible Bidder in a substantially responsive Financial Proposal have been tabulated, DoT shall rank the eligible Bidders based on the Upfront concession fee tabulated by DoT. The eligible Bidder who has quoted the highest upfront concession fee shall be the Preferred Bidder H1; the eligible Bidder that has quoted the second highest upfront concession fee will be the second Preferred Bidder-H2.
- 5.2.6 The Preferred Bidder shall ordinarily be the Selected Bidder.
- 5.2.7 If 2 (two) or more qualified Bidders are ranked the Preferred Bidder, then DoT, in its sole discretion, may take any measures as it deems fit, including inviting fresh Financial Proposals or selecting the Bidder with the higher net worth.
- 5.2.8 If the H1 Bidder is disqualified or rejected for any reason whatsoever, then the DoT reserves the right to-
- (a) select the H2 Bidder as the preferred Bidder for the Project; or
 - (b) take any such measure as may be deemed fit in the sole discretion of DoT, including inviting fresh Financial Proposals from the qualified Bidders or annulling the entire Bid Process.
- 5.2.9 In case, DoT select the H2 bidder as preferred bidder then H2 bidder shall be asked to match the upfront concession fee quoted by him with upfront concession fee quoted by H1 bidder. In case H2 bidder does not match with the H1 bidder proposal, then DoT shall have right to take any such measure as may be deemed fit in the sole discretion of DoT.

5.3 Award of the Project

- 5.3.1 After completing the evaluation of the Financial Proposals and identifying the Selected Bidder, DoT shall issue the LOA to the Selected Bidder, indicating its

- intention for signing the Management Contract.
- 5.3.2 The Selected Bidder shall execute the Management Contract within 15 (fifteen) days of the issuance of the LOA by the DoT.
- 5.3.3 Within 7 (seven) days upon issuance of such LOA to the Selected Bidder and before execution of Management Contract, the Selected Bidder shall be required to,
- (a) sign and stamp the LOA and send it to DoT as acknowledgement of the LOA;(Within 7days)
 - (b) pay the Upfront Concession in lumpsum (Within 15days) or in three equal installments within three years with interest. The interest rate shall be the lending rate of Reserve Bank of India. The first installment shall be deposited on or before signing the agreement. The rest two installments shall be deposited on or before the anniversaries of signing the agreement. The interest shall be calculated on the basis of lending rate of the Reserve Bank of India for the concerned quarter.
 - (c) submit the performance bank guarantee as mentioned in clause 3.5(Within 15 days)
- 5.3.4 DoT shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Management Contract provided by DoT.
- 5.3.5 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Development Agreement, DoT may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If DoT elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 5.2.2 and 5.2.3 shall follow.
- 5.3.6 If the Selected Bidder fails to satisfy the conditions specified in Clause 5.3.3 above or fails to execute the Agreement on or before the date stipulated in the LOA, DoT may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If DoT elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 5.2.2 and 5.2.3 shall follow.
- 5.3.7 The cost of execution of agreement and any other related legal documentation charges and incidental charges will be borne by the Selected Bidder.

FORM-1

COVERING LETTER

(on the letter head of the Applicant)

Ref:

Date

To

Director of Tourism,
Department of Tourism
Paryatan Bhawan,
Near Museum Campus,
Bhubaneswar - 751014,
Odisha

Ref: “Expression of Interest cum Request for Proposal Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.”

Dear Sir,

Being duly authorized to represent and act on behalf of (herein after referred to as “the Applicant”) and having reviewed and fully understood all of the Bid requirements and information provided and collected, the undersigned hereby submits the Bid on behalf of (Name of Applicant) for Lease, Construction, Upgradation, Redevelopment, Operation & Management, at Chandrabhaga Wooden Restaurant on PPP mode, Puri District, Odisha in one (1) original and one (1) copy, with the details as per the requirements of the RFP.

We confirm that our Bid is valid for a period of 90 days from the date of opening of bids. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP and Scope of Work, a part of the RFP document provided to us.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

(Name, Title and Address of the Authorized Signatory)

FORM-2
AGENCY - PROFILE

Sl.No	Particular	Compliance
1	Name of the Agency	
2	Status of the Concern /Firm Builder /Owner (i.e. whether Govt., PSU, a Proprietary Concern/ Private Ltd Co./Public Ltd Co.):	
3	Complete Registered Office Address with telephone, fax, website and email:	
4	Date of Incorporation (Please attach copy of certificate of incorporation/ registration):	
5	Company profile (include background of company, organization structure, background of promoters, business of company, years in similar line of business, experience and details of current activities)(Attach supporting documents such as Company brochures, etc.)	
6	Particulars of individual(s) who will serve as point of contact/ communication with contact number, FAX and email-id.	
7	Has the applicant been barred by the Central/State Govt. or any entity from participating in any project?	
8	If yes, does the bar subsist on the date of application?	
9	Has the applicant been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years(Yes/No)	
10	Turnover of the business for the last three and five years (Please attach copy of last 3 years Audited Accounts): Year 2018-19 Year 2017-18 Year 2016-17	
11	Income Tax Clearances Certificate/ Balance Sheet/Profit& Loss A/c for the last three years):	
12	Nature & details of experience in similar field (Please attach relevant documentary evidence):	

13	Details of clients and the nature of jobs carried out(Please attach relevant documentary evidence):	
14	Name of the Agency/ Professionals with qualification and their membership details along with their nature and length of experience.):	
15	Service Tax Number:	
16	PAN (Permanent Account Number) allotted by Income Tax Department:	

- In case of a Consortium
 - a. The information required above (1-4) should be provided for all members of the Consortium
 - b. A copy of the Joint Bidding Agreement as per Clause 3.1 should be attached
 - c. Information regarding each member of the Consortium should be provided as per the table below:

	Name of Member	Role *	Percentage of equity to be held in the SPC

**the role of each member as either Lead Member, Technical Member or Other Member*

For and on behalf of:

Organization Seal

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

FORM-3

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID (on 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 residential address) 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, for **“Expression of Interest cum Request for Proposal for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.”** in Odisha, India, of Department of Tourism(hereinafter referred to as “Authority”), including signing and submission of all documents and providing information/responses to in all matters in connection with our Bid for the above said project.

We hereby agree to ratify all acts, deeds and things lawfully done by 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.

Dated this _____ Day of 2019.

For _____

(Name and designation of the person(s) with authority to authorize).

Accepted

_____(Signature)
(Name, Title and Address of the Attorney)

FORM-4
FORMAT OF BID AFFIDAVIT

*(To be furnished by the bidder on a INR 100- non-Judicial Stamp Paper
and
attested by Notary)*

I, the undersigned, do hereby certify that all statements made in the Proposal 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 furnish pertinent information deemed necessary and requested by the DOT 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 furnish any such information at the request of DOT.

Deponent

(Signed by Authorized Signatory)

(Title of the Signatory)

(Name of the

Organization) (Date)

FORM-5
FORMAT OF BID UNDERTAKING

To

Director Tourism
Department of Tourism,
Paryatan Bhawan,
Lewis Road Bhubaneswar- 751014

Dear Sir:

Ref: Expression of Interest cum Request for Proposal for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode..

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DOT and in any subsequent communication sent by DOT. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DOT. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the development of the Tourism Accommodation Units as given above , 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 Tourism Accommodation Units shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DOT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DOT in this regard.

We also undertake to present the Project Up-gradation & Operation Plan for any Project within 90 days of issuance of the Letter of Award for that Project by DOT. We agree to incorporate in the Project Up-gradation & Operation Plan all comments and suggestions provided by DOT.

We also commit to abide by the decision of DOT on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.

For and on behalf of:

(Signature of the Authorized Signatory)

Name of the person:

Designation:

Signed by the Bidder

FORM-6
PROPOSAL SECURITY (BANK GUARANTEE)

PROPOSAL SECURITY FORMAT

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

BankGuaranteeNo.: _____ **Dated:** _____

Issuer of Bank Guarantee:

(Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Department of Tourism (DOT)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:

In pursuance of Clause 5.6.1 (a) of the Request of Proposal Document dated(hereinafter referred to as the "RFP" for the "**Expression of Interest cum Request for Proposal for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.**"(hereinafter referred to as the "Project")), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the _____, we _____, _____(name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and

- undertake that we are the Guarantor and are responsible to the i.e. the beneficiary on behalf of the Applicant, up to a total sum of **INR** _____, such sum being payable by us to the immediately upon receipt of first written demand from.
2. We unconditionally and irrevocably undertake to pay to the on an immediate basis, upon receipt of first written demand from the and without any cavil or argument or delaying tactics or reference by us to Applicant and without any need for the to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Applicant to repay the amount of Rs _____ Lakhs or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of INR.
 3. We hereby waive the necessity of the demanding the said amount from Applicant prior to serving the Demand Notice upon us.
 4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the that the shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Consultant, which are recoverable by the by invocation of this Guarantee.
 5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Applicant. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the.
 6. We unconditionally and irrevocably undertake to pay to the any amount so demanded not exceeding INR, notwithstanding any dispute or disputes raised by Applicant or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the, shall be a valid discharge of our liability for payment under this Guarantee and the Applicant shall be a valid discharge of our liability for payment under this Guarantee and the Applicant shall have no claim against us for making such payment.
 7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until ____ (180 days from the proposal due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian INR _____. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of Proposal) to _____.
2. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Department of Tourism(), serves upon us a written claim or demand on or before _____.

Authorized Signatory For Bank

FORM-7 FORMAT FOR TECHNICAL PROPOSAL

Format for Net Worth

(In case of sole bidder)

Financial Year	Amount (INR. Lakh)
Last Financial Year	

(in case of Consortium)

Financial Year	Lead Member (INR. Lakh)	Consortium Member-1 (INR. Lakh)	Total (INR. Lakh)
Last Financial Year			

Calculation of Net Worth

The Applicant shall provide an Auditors certificate specifying the Net Worth of the Applicant. The Net Worth shall be calculated either as per Method 1 or Method 2 as prescribed below. Only one of the methods shall be used for the purposes of calculation of Net Worth.

1. Method 1- for corporate entity
The Net Worth shall mean (Subscribed and Paid up Equity +Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off).
2. Method 2- for an individual / partnership firm
The methodology for calculation of Net Worth is given in the following table.

Sl. No.	Particulars	In INR
1.	Listed (quoted) investments at market value (detailed list to be enclosed)	
2.	Less: 30% margin on the above	
3.	Net Value of Listed Shares (1-2)	

4.	<i>Investment in unlisted companies *</i>	
5.	Other investments at cost (PPF, NSC, NBFC, bank fixed deposits, deposits with exchanges etc)	
6.	Total Net Investment (3+4+5)	
7.	Market value of land and building €	
8.	Debtors not exceeding 3 months	
9.	Cash and Bank balance	
10.	Other liquid assets, if any, (need to be specified) which are used for the purposes of business	
11.	Total Assets (6+7+8+9+10)	
12.	Current liabilities	
13.	Long term liabilities	
14.	Total Liabilities (13+14)	
15.	Net Worth (12-14)	

** This should be either book value or based on an independent valuation of the investment with supporting valuation reports.*

€ The market value of land and building shall be certified by a government approved valuer for which the valuation carried out should not be more than 2 years previous to Bid Due Date. Only those items of land and building that are in the name of the Applicant as well as in the possession of the Applicant shall be considered. The details provided should also include survey number, location, address, extent of land and building.

Details of items comprising investments, current assets, current liabilities and long-term liabilities used in the above calculation should be given separately.

The details should be provided as on 31 March 2019 or in case of this date being a holiday, the previous business day.

Format for Annual Turnover

(In case of sole bidder)

Financial Year	Amount (INR. Lakh)
Last Financial Year	

(in case of Consortium)

Financial Year	Lead Member (INR. Lakh)	Consortium Member-1 (INR. Lakh)	Total (INR Lakh)
Last Financial Year			

Source of Funds

Project Number	Name of Tourism Accommodation Units bid for	Total Sources of Fund submitted in INR. lakh*	Equity fund committed by Bidder (<i>should not be less than 30% of Total Sources of Fund</i>)

Audited Annual Reports should be submitted for supporting the Net worth and Turnover information if the bidder is a company. If bidder is not a company, such audited documents should be attached which can prove the Annual Turnover of the bidder.

** Documentation for Total Sources of Fund (equal to or more than Minimum Expected Investment) must be provided separately for each Tourism Accommodation Unit bid for.*

FORM- 8
FINANCIAL PROPOSAL

To,
Director Tourism
Paryatan Bhawan, Lewis
Road, Bhubaneswar, Pin-
751014 Odisha.

Sub: “Expression of Interest cum Request for Proposal for Leasing/ Construction/ Upgradation/ Redevelopment/ Operation and Management of Wooden Restaurant at Chandrabhaga, Puri District, Odisha on PPP mode.”

Sir,

With reference to your RFP document dated _____ we having examined the Bidding Documents and understood their contents,

I / we offer to construct/ upgrade / redevelop, operate and manage, share and transfer the Project Number _____ [insert name of Project] on the stipulated terms and conditions and other particulars therein.

I / we hereby offer and agree to pay the following as Upfront Payment for the aforementioned Project: _____ (rupees in words)

I / we understand that DOT is not bound to accept the highest or any Financial Bid(s) received.

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

There will be no grant, positive or negative from DOT.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address
Date

Signature
Authorized Signatory with Official Seal