



Request for Proposal

For

**Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops
(Celly Plaza) at Rourkela.**

ISSUED BY:

**ROURKELA SMART CITY LIMITED
1st Floor, RMC, City Library Udit Nagar,
Rourkela-769012**

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INVITATION FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING



Bid Id No. RSCL/3143/2023/Dated 13/09/2023
NATIONAL COMPETITIVE BIDDING
(Lease Rental Purpose)

	Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela.
Date of Invitation of Bid	14/09/2023
Pre- bid	21/09/2023 at 12:30 Hrs.
Last date and time for receipt of bids	30/09/2023 at 15:00 Hrs.
Last date of Physical Submission of Bid	30/09/2023 at 15:00 Hrs.
Time and date of opening of bids	30/09/2023 at 16:00 Hrs.
Place of Sale/Receiving of bids	Online mode only
Officer inviting bids	The Chief Executive Officer, Rourkela Smart City Limited, Rourkela, Odisha
Officer of Accepting bids	The General Manager(E&T), Rourkela Smart City Limited, Rourkela, Odisha

CHECK LIST TO BE ENSURED BY THE BIDDER

S.No.	Particular	Reference to RFP Clause	Whether		Reference to Page no.
			Yes	No	
01	Cost of tender paper Rs.11,800.00 Including GST (Scanned copy of financial instrument shall be furnished)				
02	E.M.D /Bid Security				
03	Copy of valid GST Registration Certificate				
04	Copy of PAN Card				
05	Turn over certificate				
06	Appendix-1A Letter Comprising the Technical Proposal Annex-1- II				
07	Appendix-1B Letter Comprising the Financial Bid	Online Only			
08	Appendix -III Format Power of Attorney for signing of the Bid				
09	Appendix -IV Format for Power of Attorney for Lead Member of Joint Venture				
10	Appendix V Format for Joint Bidding Agreement for Joint Venture				
11	Annexure IV (Declaration Regarding Clean Track Record				
12	An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by RSCL and amendments uploaded, if any;				
13	Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 3 years (If not a Natural Person); and				
14	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and				
15	self- certification that the item offered meets the local content requirement for 'Class - I local Supplier' / 'Class - II local Supplier.				

CONTRACT DATA

A. GENERAL INFORMATIONS

S. No.	Item	Detail
1	Name of Work	Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela.
2	Employer	Rourkela Smart City Limited
3	Employer's Representative	The Chief Executive Officer
4	Base Lease Price (Offset price)	Rs.60,00,000/- (Rs. Sixty Lakhs Only)
5	Rental Rate	Rs.2/- (Rs. Two) Per. Sqft. Per Month. with 10% increase after completion of subsequent two years
6	Approx. Rental area	23,000/- Sqft.

B. BID INFORMATION

7	Initial lease Period	Ten (10) Years
	period assigned for Completion	
8	Last Date & time of online submission of Bid	Date: 30/09/2023. Time 15:00 hours
9	Cost of RFP Document	
	i Bank draft amount	Rs.11,800/- Including GST
	ii in favor of	RSCL (Smart City Mission Grant Fund)
	Type of instrument	Demand Draft (DD), Bankers' Cheque
	iii payable at	Rourkela
10	Earnest Money Deposited	
	i In Form of Bid Security	Rs.60,000/- (Rs. Sixty thousand) only
	ii In favor of	Chief Executive officer Rourkela Smart City Ltd
	iii payable at	Rourkela
	iv Type of instrument	As specified in the bid document
11	Period of submission of original Bid security Declaration and Demand draft towards cost of Bid documents in the office of the Chief Executive Officer, Rourkela Smart City Ltd, Rourkela	Date: 14/09/2023 to 30/09/2023 15:00 Hours
12	Bid validity period	90 days
13	Currency of Contract	Indian Rupee
14	Language of Contract	English
15	Online Portal for tender information	https://rmc.nic.in/ , https://tendersodisha.gov.in
16	Tender Submission Portal	https://tendersodisha.gov.in
17	For Point of contract regarding any clarification	Shri Sarthak Sourav Rath, Architect, at contact no: +91- 8093310953 & email: rourkelascl@gmail.com

Disclaimer

This request for proposal (RFP Document or tender document or tender) for Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela “)” (“the Project”) contains brief information about the Project, eligibility criteria, and selection process for the Operator (or “Licensee” or “the Agency”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Rourkela Smart City Limited (“RSCL” or “the Authority”) or any of its employees or advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document.

RSCL reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum as RSCL may deem fit without assigning any reason thereof.

RSCL reserves the right to accept or reject any or all applications without giving any reasons thereof. RSCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this RFP Document.

Glossary

- 1) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by RSCL to the prospective bidders.
- 2) **“Applicable Laws”** means all the laws including local, state, central or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 3) **“Bank Guarantee / Performance Bank Guarantee”** means Guarantee issued by a scheduled bank in favor of RSCL.
- 4) **“Base Price”** means base “lease security” or “offset” price or **“Rs.60,00,000/- (Rs. Sixty Lakhs Only)**
- 5) **“Bidder” or “Tenderer”** means an Indian “Natural person, a sole proprietorship, registered partnership firm, LLP, public limited company, private limited company, society/trust, Government entity, Public Sector Enterprise and its Successor in title and assigns” which is submitting its bid pursuant to RFP Documents.
- 6) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender.
- 7) **“Contract”** means the Contract signed by the Parties and all the attached documents if any
- 8) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to RSCL.
- 9) **“Interest Free Security Deposit/ Performance Bank Guarantee”** means interest free amount to be deposited by the Bidder with RSCL as per terms and conditions of Contract Agreement as a security against the performance of the Contract Agreement which will be equal to price quoted by the H1 bidder and submitted to RSCL as Offset Price.
- 10) **“Lessee”** means the Selected Bidder, who has executed the Lease Contract Agreement with RSCL pursuant to the conclusion of the bidding process.
- 11) **“Contract” or “Lease Agreement”** means the Agreement to be executed between RSCL and the selected bidder.

- 12) **“Lease Period”** means a period of 10 (ten) years further extendable based on performance review.
- 13) **"Letter of Acceptance (LOA)"** means the written notice issued by RSCL to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of Contract
- 14) **“Party”** means Lessee and Lessor (together they are called **“Parties”**)
- 15) **“Permits”** shall mean and include all applicable statutory, environmental, or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- 16) **“Permitted Activities”** means the activities as approved by the Authority and mentioned in the detailed scope of work in this RFP
- 17) **“Area” or “Property” or “Location”** means premises of the Hockey Chowk Shops (Celly Plaza) at Rourkela to be granted as per terms and conditions of the Contract Agreement.
- 18) **“Project”** means the Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela.
- 19) **“Re. or Rs. or INR”** means Indian Rupee.
- 20) **“RSCL” or “The Authority”** means Rourkela Smart City Limited (or “Employer” “Lessor”)
- 21) **RMC** “Rourkela Municipal Corporation”.
- 22) **“Successful Bidder” or “Operator” or “Lessee”** means the bidder who has been selected by RSCL, pursuant to the bidding process for award of Contract.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

Rourkela Smart City Limited

SECTION-1 INTRODUCTION

1. Background

1.1 ABOUT ROURKELA

Rourkela is the 3rd largest city of Odisha after Bhubaneswar and Cuttack, located in Sundargarh district with a population of around 4.83 lakh as per the Census of India, 2011. Rourkela is primarily an industrial town lying in the midst of an important mineral belt in the country. In terms of connectivity, Rourkela is well connected through rail network with other parts of the country. Also, the city is in vicinity of Jharsuguda, having air connectivity with select cities, including Bhubaneswar, Delhi, and Kolkata amongst others. Rourkela is one of the 100 smart cities selected under the Smart City Challenge in September 2016 by Ministry of Housing and Urban Affairs. As mentioned in the SCP, the city has set its vision as follows:

*“Building on its **steel foundation, natural setting and cosmopolitan character**, Rourkela - a prominent eastern Indian city located **in the heart of tribal belt** renowned for producing ace **sporting talent**; will be a **live able, inclusive, sustainable and self-reliant** city, propelling the **regional economic development** with best-in-class **future proof infrastructure**”.*

1.1.1 About the Rourkela Smart City Limited

For the execution of the Rourkela Smart city project, Government of Odisha has formed a Special Purpose Vehicle with the name “Rourkela Smart City Limited” (RSCL), with a Board of Directors headed by a Chairman and fifteen (15) other Directors. The Development Commissioner-cum-Addl. Chief Secretary, Government of Odisha is the Chairman of the Board of Directors and the Additional District Magistrate (ADM), Rourkela is the CEO.

1.1.1 A) About Hockey Chowk:

The Hockey Chowk is one of the prominent squares of Rourkela. The People coming from Bhubaneswar and Sambalpur are entering the City through the junction. The famous Hanuman Vatika is lying in the road from Hockey Chowk to Rourkela City. The most important Integrated Command Control Centre is also located near the Hockey Chowk. The RSCL has developed the junction in such a way that the area has become a tourist spot. The Chowk has the Commercial Complex which can be leased to earn revenue for the City. The design has been made in such a way that the area can be of multiple uses and the activities can be carried out round the clock throughout the calendar. This development has improved the security level of the site and prescient and the resources can have maximum utilization. This development has the potential to attract other business activities like Retail, Eatery, Outlet etc. Besides, this junction can be used as recreational space so that the people can walk around, enjoy the Japanese garden and walk on the pavements having beautiful lighting system, adequate parking space and selfie points. This junction is not only a recreational space but also is a commercial place.

LOCATION:



• PROJECT FACILITIES: -

1.1.2 The selected Bidder (the “**Lessee**”) shall be responsible for Operation and Maintenance of Commercial Space, i.e., Celly Plaza near Hockey Chowk at Rourkela (the “**Lease Contract**”) to be entered into between the Lessee and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Lessee shall also be responsible for the approved commercial use of the above-mentioned Area near Hockey Chowk at Rourkela. The scope of work will broadly Commercially use of Shops and adjoining space in Celly Plaza with maintenance of the Complete area (within boundary of Celly Plaza) during the Lease Period, which shall be 10 years.

1.1.3 The Basis of selection is one-time offset price for the “Celly Plaza” (the “**Base Offset Price**”) has been specified in the Contract Data, which is exclusive of any Tax and Goods and Service Tax (GST). The assessment of actual Offset Price, however, will have to be made by the Bidders.

1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the LESSEE, including the scope of the Lessee’s services and obligations

1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”), and all BIDs shall be prepared and submitted in accordance with

such terms on or before the BID due date specified in Contract Data for submission of BIDs (the “**BID Due Date**”).

1.1.6 Qualifications documents also shall be accepted in Physical mode unless and until the same is specifically stated so in the RFP or it is a legal requirement **except “Financial Bid”**.

1.2. Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage two-part system (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP (the “**Bidder**”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.

1.2.2 The Bid shall be valid for a period of 90 days from the date specified in Contract Data for submission of BIDs.

1.2.3 The complete Bidding Documents including the draft Lease Agreement for the Project is enclosed for the Bidders.

1.2.4 A Bidder is required to submit, along with its BID, a BID Security of Rs. 60,000/- (Rupees Sixty thousand only) (the “**BID Security**”), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. Bid Security Shall be submitted in the form of Account Payee Demand Draft, Banker’s Cheque, Bank Guarantee as per guideline of Finance Deptt. Govt of Odisha. The Bidders shall submit DD, Banker’s Cheque for prescribe bank “given below” by Finance Deptt Govt. of Odisha towards cost of tender document of Rs. 11,800/- (Rupees Eleven thousand and Eight hundred only) in Authority’s designated bank account and upload online payment receipt of the same. Details of regarding Bid security and tender fees has been mentioned in Contract Data.

1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

1.2.6 BIDs will be evaluated for the Project on the basis of the Highest Offset Price submission by a Bidder for Lease rental of the Commercial Spaces at Multi-Level Car Parking Building “the Project” (the “**Offset Price**”), which is exclusive of Goods and Services Tax (GST). The total time allowed for Lease Agreement (the “**Lease Period**”) and the period during which the Lessee shall be liable for Operate & maintenance and rectification of any defect or deficiency in the Project

area shall be pre-determined and are specified in the Draft Lease Agreement forming part of the Bidding Documents.

In this RFP, the term **“Highest Bidder”** shall mean the Bidder who is quoting the Highest Offset price.

1.2.7 Generally, the Highest Bidder shall be the selected Bidder. In case such Highest Bidder fails to submit the Originals, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, and other documents required as per clause 2.11.2 or withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4) & Clause 3.3.1, the Authority shall may call H2 and H3... to meet the H1 price or annul the Bidding Process and invite fresh BIDs.

1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information about this RFP may be obtained from Shri Sarthak Sourav Rath, Architect, at contact no: +91- 8093310953 & email: rourkelascl@gmail.com

1.2.10 A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for ‘Class - I local Supplier’ / ‘Class - II local Supplier’, as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as ‘Non- Local Supplier’.

In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non- Local Supplier are defined as under:

- (i) ‘Class - I local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class - I local Supplier’ under this RFP. The ‘local content’ requirement to categorize a supplier as ‘Class I local Supplier’ is minimum 50%.
- (ii) ‘Class - II local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class - II local Supplier’ under this RFP. The ‘local content’ requirement to categorize a supplier as ‘Class - II local Supplier’ is minimum 20%.
- (iii) ‘Non - local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class - II local supplier’ under this RFP.
- (iv) ‘Local content’ means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent

In case of procurement for a value in excess of Rs. 10 crores, the ‘Class - I local supplier’ / ‘Class - II local supplier’ shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing Cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

2. Instruction to The Bidders

A. General

2.1. General terms of Bidding

- 2.1.1 Offers are invited from interested Indian bidders (individuals/organizations/ institutions) for Commercial Spaces i.e., Celly Plaza on lease rental basis. The details scope is in **RFP Voll-II**.
- 2.1.2 A National Bidder bidding individually or as a member of a Joint Venture shall be participated.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Lease Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority
- 2.1.4 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder should upload Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder. Highest Bidder shall be required to submit original Power of Attorney and other document before issuance of Letter of Acceptance (LOA) by the Authority
- 2.1.6 In case the Bidder is a Joint Venture, the Members thereof should upload Power of Attorney in favour of the Lead Member in the format at Appendix and Joint Bidding Agreement in the format at Appendix. Highest Bidder shall be required to submit original Power of Attorney in favour of the Lead Member and original Joint Bidding Agreement before issuance of Letter of Acceptance (LOA) by the Authority.
- 2.1.7, Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 2.1.8 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.1.9 This RFP is not transferable.
- 2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and fulfilling the criterion as mentioned in clause 2.2.
- 2.1.11 The Bidder, including an individual or any of its Joint Venture member, should neither be a non-performing party on the date of opening of tender nor on the date of issue of Letter of Acceptance (LOA).

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Joint Venture,
- (b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause above
- (c) A Bidder shall not have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or

- (vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.2.2 Qualification Requirements along with Major Scope, Responsibility and Instruction of the Bidders

1. The bidder(s) should be an Income Tax Assesses (s) with PAN No. and his/her/it Income Tax returns must be up to date.
2. The Bidder should have minimum average annual turnover for last (3) three years—amounting to Rs.60,00,000/- (Rs. Sixty Lakhs Only)
3. There should be proper security arrangement at the premises.
4. Supply of adequate portable water round the clock should be available at the premises.
5. There should not be any damage to the asset. In case of any damage to the asset, the security amount will be forfeited.
6. There should not be any alteration/ modification made in the asset without permission of the authority.
7. The asset is to be maintained properly as per standard Industrial practices. RSCL officials will verify the maintenance regularly and the instructions and suggestions of RSCL officials is to be followed.
8. The monthly rent fixed of Rs.2/-Per sqft (Rs. Two Per Sqft) per month for lease period is to be deposited in the RSCL/RMC by 5th of succeeding month. In case of delay in depositing the rent amount the security will be forfeited.
9. The RSCL reserves the right to cancel the lease at any point of time without assigning any reason thereof.
10. The RSCL reserves the right to cancel the tender at any point of time without assigning any reason.
11. The Base Offset price or Base price fixed for the Celly Plaza is Rs.60,00,000/- (Rs. Sixty lakhs only)
12. Lease rent will increase by 10 % each subsequent two years block (after 2 years).
13. The Lessee cannot transfer or sublease or sublet the project premises for Operation purposes.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

2.4 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a BID, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents, Schedules annexed to Lease agreement Document
- b) received all relevant information requested from the Authority.
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 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 the Authority, or a ground for termination of the Agreement by the Contractor.
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the Lease period subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

PART-1

Invitation for BID s

Section -1. Introductions

Section-2. Instructions to Bidders

Section-3. Evaluation of BIDs

Section-4. Fraud and Corrupt Practices

Section-5. Pre-bid Conference

Section-6. Miscellaneous

Appendices

1A. Letter comprising the Technical BID including Annexure I to III

1B. Letter comprising the Financial BID

II. Bank Guarantee for BID Security

III. Power of Attorney for signing of BID

IV. Power of Attorney for Lead Member of Joint Venture

V. Joint Bidding Agreement for Joint Venture

VI. Deleted

VII. Deleted Format of LOA

IX. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017

2.7.2 The Draft Lease Agreement provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

2.8. Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder will be hosted on the RMC's website (<https://rmc.nic.in/>), RSCL's e-Tendering Portal (<https://tendersodisha.gov.in/nicgep/app>) only.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of BID

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects. However, Bid Security, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, and, if any shall be submitted physically in original by the Highest Bidder (including all of its joint venture members) before issuance of Letter of Acceptance (LOA) by the Authority. Highest Bidder (including all of its Joint Venture Members) failing to submit the original documents required as per above shall be unconditionally debarred from bidding in RSCL, RMC & GOO as per OPWD Rule.
- 2.10.2 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

2.11.1 The Bidder shall first upload on e-Tendering Portal(<https://tendersodisha.gov.in/nicgep/app>) and same may send by Physical copy by Speed Post, register post all the project details, Tender Fee, Bid Security, turnover details, and all other details required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as on the due date of submission of this bid.

Technical Bid

- a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I-IV and supporting certificates / documents.
- b) Power of Attorney for signing the BID as per the format at Appendix-III if required. (Natural person for himself will not require)
- c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V.
- e) Deleted
- f) BID Security of Rs.60,000/- (Rupees Sixty thousand only) in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee in the format at Appendix-II from a Scheduled Banks given below as per Annex III of Appendix-1;
- g) Tender document fees Rs.11,800/- in form of DD, Banker's Cheque. In favor of CEO Rourkela Smart city or Smart City Grant Fund Rourkela Smart City Ltd. Payable at Rourkela
- h) Deleted
- i) Declaration Regarding Clean Track Record.
- j) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by RSCL and amendments uploaded, if any;
- k) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 3 (three) years (If not a Natural Person); and
- l) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and

Financial Bid

- m) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through <https://tendersodisha.gov.in/nicgep/app> on or before 15:00 Hrs IST on 30.09.2023
(Note: Financial bid will acceptable only in online mode) incase submission found in other mode bid will treated as non-responsive.

2.11.2 The Highest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority):

- a) Original Power of Attorney for signing the BID as per format at Appendix-III
- b) If applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV.
- c) If applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V

Note: While submitting Bid Security and tender fees must be submitted physically along with physical bid up to Bid Opening Date (up to 15: 00 hours)

SECTION-3

Eligibility Criteria

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

3.1.1 The Authority shall open the BIDs received online after 16:00 hours IST on 30.09.2023 at the place specified in Clause 2.11.1; and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.

The eligibility criteria for the selection of Lessee for the proposed scope of work is given below. Bidders are requested to provide requisite details pertaining to eligibility criteria and technical specification compliance as specified in RFP Voll-II of this document.

S.No.	Eligibility Criteria	Document Proof
1	The Bidder should be any individual of the Organization/ Agency.	Copy of 1. PAN card 2. GST registration certificate (All bidders must be having above documents)
2	Average annual turnover of the bidder during last (3) three years shall be at least Rs. 60/- Lakhs. (Rs. Sixty Lakhs) .	Chartered Accountant Certificate with UDIN, Copy of Audited financial statements of last three (3) years/ Income tax return of last three (3) specially in case of Natural Person (In Case of JV Must meet Jointly required in RFP)
3	The bidder should not have been barred/ blacklisted by the Central Government, any State Government, a statutory authority or a public-sector undertaking.	Relevant supporting documents

4. AGREEMENT CLAUSE

4.1 An Agreement would be signed between RSCL and the H1 bidder. This binding agreement between RSCL and H1 bidders. Under this Agreement, the bidders agree with RSCL to carry out the assignment in a specified manner within 15days from the issuance of LOA.

4.2 The format of Agreement will be as per RFP Voll-II. (DRAFT LEASE AGREEMENT)

4.3 The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings under the RFP for the project “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela.”:

- Denial or loss of contracts.
- Forfeiture of the bid security and the performance bond/PBG (if applicable);
- Liability for damages to the principal and the competing bidders; and
- Debarment of the violator by RSCL for an appropriate period of time.

5. **BANNED OR DELISTED BIDDER**

Bidders have to give a declaration that they have not been banned or delisted by any Central/ State Government/RMC, or any entity controlled by it, from participating in any project, this fact must be clearly stated. If this declaration is not given, the bid will be rejected as non-responsive. This declaration shall be submitted along with the Technical Bid in Para 5. of Annex- 1

6. **METHOD FOR SUBMITTING TENDERS:**

Bids should be submitted only in sealed covers. Tender covers will have three parts.

- **“A” Technical Bid Cover “First Cover”**– This cover should contain Part I of application duly filled and signed by the bidder(s) in all pages and shall include:

- Documentary enclosures as specified under Para 3 (Submission of Requisite Documents) above.

- Declaration as per Point 5 (Banned or Delisted Bidder) above.

- The cover should be closed & sealed and superscribed as “Physical Technical Bid for Selection of Agency for Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela” and should also contain the name and address of the bidder on the cover.

NO price sensitive/financial details should be disclosed in this physical cover by the bidder.

- **Second Cover** – Tender fees Rs.11,800/- (in form of DD and Bid Security (Rs.60,000/- in form of TDR, FDR, Bank Guarantee “BG” from approved banks of Fin. Deptt. Govt. of Odisha “mentioned in Annex IV)

- **Third Cover** - Both the first and second cover should be placed in the third cover and should be superscribed as “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela”.

- **“B” Financial Bid Cover** – The Financial bid must be submitted in bidding excel format given in tender Odisha this document duly filled and digitally signed by the bidder(s).

Note: In case of bidder quoted its bid less than base price its bids may be treated as Non-responsive.

- The individual/organization/institution meeting the aforesaid criteria may send their bids in sealed envelope to the following address:

Chief executive officer

Rourkela Smart city Limited

1st Floor, RMC,

City Library Udit Nagar,

Rourkela-769 012

- Last date for submission of bid online: 30/09/2023 at 3:00 PM.

- Technical Bids will be opened at above address on or after 30/09/2023,4:00PM as decided by the RSCL .

- In case of any queries / clarifications with respect to this tender, the same may be obtained from Shri Sarthak Sourav Rath, Architect, at contact no: +91- 8093310953 & email: rourkelascl@gmail.com

7. SHORTLISTING METHOD:

A.

- a) The Authority shall open the BIDs received online till 15:00 hours IST on 30.09.2023, at the place specified in RFP; and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- b) Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.
- c) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- d) To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this RFP. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- e) If a Bidder does not provide clarifications sought under above Clause within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

B. Test of responsiveness

- (i) As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if;
 - (a) Technical BID is received online or offline as per the format at Appendix -1A including
 - (b) Technical Bid is accompanied by the BID security as specified in RFP
 - (c) Technical Bid is accompanied by the Tender fees Rs.11,800/- as specified in RFP
 - (d) Technical Bid does not contain any condition or qualification; and
- (ii) The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.
- (iii) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- (iv) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

- (v) The Authority will get the BID Security verified from the issuing authority and after due verification the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to this RFP.
- (vi) After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

C. Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal and e-mail. The Authority shall open the online Financial Bids of the technically responsive Bidders only on scheduled date and time in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter, the Authority shall prepare a record of opening of Financial Bids and shall declare bid evaluation result. Thereafter, Highest bidder shall be required to physically submit original of documents mentioned in RFP before issue of LOA.

D. Selection of Bidder

- (i) Subject to the provisions of Clause 2 the Bidder whose BID is adjudged as responsive in terms of Clause 7. The bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder:
- (ii) Among all the responsive bidder, the Highest bidder will be termed as H1. the Lease will be awarded to H1.
- (iii) In the event that two or more Bidders quote the same BID Price (the "Tie BIDs"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- (iv) In the event that the Highest Bidder is not selected for any reason the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- (v) After selection, a Letter of Acceptance (the "LOA") shall be issued in the format set forth in RFP, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder 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, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOA
- (vi) After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security (offset Price) within the period prescribed/extended by Authority and then execute the Agreement within the period

prescribed in RFP. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

- (vii) Authority shall return Bid Security of all bidders except H-1 and H-2 within 7 working days from opening of financial Bid subject to provision of RFP. The bid security of H-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.

E Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

F. Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- G. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

8. OTHER TERMS AND CONDITIONS:

- a) Bidder(s) should ensure that his bid is received by the RSCL before the date and time specified and no consideration whatsoever shall be given for postal or any kind of delay. Bids received after the specified date and time are liable to be rejected and the decision is at the sole discretion of the RSCL.
- b) RSCL reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof and also reserves the right to place the order to any technically suitable Bidder/s.
- c) RSCL is not bound to accept the highest or any or all the bids and will not be required to give any reason for rejecting any bid. If an offer is not as per the requirements decided by RSCL, the RSCL may reject that offer even if it is the H-1 offer.
- d) Only unconditional bids will be accepted. Any conditional bid will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should load the Financial Bid (Part II online mode) of this document appropriately and should not put any condition in his bid.
- e) RSCL decision on selection of the prospective offer is final.

f) In case of dispute the decision of the RSCL will be final and binding on all and would fall within the jurisdiction of courts in Rourkela.

g) **Period of Lease:** RSCL shall provide the premises on lease for a period of 10 (ten) years under a single lease agreement. For the purpose of payment of rent, the bidder has to pay the rent of **Rs.2/- (Rs. Two) per sqft. per month till the Lease period with 10% increase after completion of subsequent two years.**

h) **Rates to be quoted in the Financial Bid:**

The Bidder has to quote his bid amount in the Financial Bid (i.e., the amount above or equal to Base Price.). (**Only online mode**).

i) Apart for other maintenance obligations, Water and electricity charges to be borne by the bidder on actual consumption basis too.

j) **Evaluation of Tender – Determination of H-1:** The bidder who has quoted maximum amount over and above the “**Base price**” fixed as “**offset price**” by RSCL for the “Lease of Commercial Space of Birsa Munda Athletic Stadium, Rourkela, Odisha.” will be the selected bidder.

k) **Termination of the Lease agreement:** The lease agreement can be terminated by RSCL ONLY during the total period (10 years) of the lease agreement at any point of time. The Lessee cannot terminate the lease agreement without prior intimation to RSCL.

l) **Payment of Monthly rent to RSCL:** The rent would be paid on or before the 5th of the succeeding month in advance based on the Lease Agreement by the successful bidder to the RSCL.

m) **Refundable Security deposit against the use of Property:** The Security deposit will be refunded after successful completion of Lease period i.e., 10 (Ten) years without any interest the condition that the asset is intact as it was during the signing of the lease agreement.

n) **Execution of the lease Documents:** Post the finalization of the successful bidder, lease deed as per the RSCL’s Standard lease format (Copy attached) shall be executed and it shall be registered with the appropriate authorities. The stamp duty charges relating to the registration shall be borne by the bidder.

o) Any corrigendum/ amendments/ clarifications/ extension/ changes regarding this bid process would be posted on the RSCL’s website www.rmc.nic.in, <https://tendersodisha.gov.in/> only.

p) The Complete process Govt. of Odisha Law and Rules will be prevailing in case of any discrepancy or ambiguity

Format of document Submission

APPENDIX- IA

Letter Comprising the Technical Proposal and Annex I-III

Letter No.

Dated:

To,

The Chief Executive Officer
Rourkela Smart City Limited
1st Floor, RMC City Library Building,
Uditnagar, Rourkela
769 012 Odisha

Sub: RFP for “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela”.

Dear Sir,

With reference to your RFP document dated. _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project.

1. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Agency for the aforesaid project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an Agency for taking the commercial space of the aforesaid Project on lease basis.
4. I/ We shall make available to the Authority any additional information It may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.ⁱ
6. I/ We certify that in the last five years have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on

our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

(b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document.

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and;

(e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive.

9. I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

10. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.

13.I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project and no bar subsists as on Bid Due Date.

14.I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Request for Proposal; we shall intimate the Authority of the same immediately.

15.The power of attorney for signing of Bid as per format provided at Appendix II, of the Request for Proposal, is also enclosed.

16.I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above- mentioned Project and the terms and implementation thereof.

17.I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18.I/ We certify that in terms of the Request for Proposal, my/our Annual turnover is Rs (Rs..... in words)

19.We agree and undertake to severally liable for all the obligations of the Agency under the Service Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and Seal of Bidder

(All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder)

Appendix- 1B

Letter comprising the Financial BID

(Proforma for Financial Bid)

Date:

To,
Chief Executive Officer
Rourkela Smart City Limited
1st Floor, RMC City Library Building,
Uditnagar, Rourkela
769012 Odisha

Name of the Project: Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela.

Reference letter No.Dt.....

Dear Sir,

Having examined the site of Assets and Bid Documents, comprising Instructions to Bidders, Scope of works, Conditions of Contract, Technical Specifications, and schedules for the Lease rental of the above-named Assets, we, the undersigned offer to take on lease rental such assets till the completion of lease period i.e. 10 years therein in conformity with the said bid documents for the or such other sum as may be ascertained in accordance with the said Bid documents. **(Financial figure must be fill in online Mode only)**

Sl. No.	Description	Amount (in INR)
I	One time Offset Price (must be either above or equal) the base Price for Celly Plaza “Base price for Celly Plaza- Rs.60 /- Lakhs	(i)INR _____ *# (in figures) (Rupees _____ only) (in words) (Exclusive of GST, Tax and Charges)
Note:1. Less than Rs.60,00,000 /- (Rs. Sixty lakhs only) will be not acceptable.		

- 2- We undertake, if our Bid is accepted, to execute the lease agreement within ten (10) days of receipt of the order to commence, and submit the Offset price comprised as mentioned in the bid hereto.
- 3- If our Bid is accepted, we will furnish Performance Security (ies) in the form of an **DD/Banker's check and other financial instrument (accepted by authority)** to be jointly and severally bound on us, in accordance with the Conditions of Agreement.

- 4- We agree to abide by this Bid for the period of Ninety (90) days from the last date fixed for Bid Submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5- We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any person other than the person authorized by the Authority or use such information in any manner prejudicial to the safety and integrity of the works.
- 6- Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.
- 7- We understand that you are not bound to accept the Highest or any bid you may receive.

Dated this _____ day of _____ 20---

Signature _____ in the capacity of _____ duly authorized **

To sign Bid for and on behalf of

(In block capital letters)

Address: _____

Signature of Witness _____

Name of witness _____

Address of witness _____

**Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

Signature of the bidder(s)
(Name, designation and seal)

Annex I - Particulars of the Bidder

1. Particulars of the Bidder

- (a) Name:
- (b) Date of incorporation (Date of Birth in case of Natural Person):
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business or Date of Birth in case of Individual:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:

5. The following information shall also be provided for the Bidder: Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government/RMC, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the BidDue Date?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last five years?		

6. GST Certificate, PAN Card, Company/Firm Registration Certificate” In case of other than “Natural Person” and other essential certificates.

7. A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Annex II - Financial Capacity of the Bidder

Biddertype	Annual Turnover			Total	Average Annual turnover
	2022-23	2021-22	2020-21		
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder /Lead Member					
Other Member					

This Certificate is must be attested by Chartered Accountant qualified from (ICAI) with affixing UDIN.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports, Income Tax Return for last 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder where the Bidder is relying on its Associate's financials.
 - b) be audited by a statutory auditor/charted accountant.
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - e) Income Tax Return for last three years in case of Natural person along with Chartered Accountant Certificate along with Audited annual reports.

Annex-III

All Financial Transaction Related to the Project must be abide with the Following Instruction

Category-1(Banks with composite score 50 and above with Branches 100 and above)

As per Govt. of Odisha Finance Department No. 22857 /F Dt.19.08.2021 or any amendment “Selection of Banks for handling business and deposits of State Public Sector Undertakings (SPSUs) and State Level Autonomous Societies (SLASs) for the years 2021-22 followings banks have been selected for handling Business & Deposits (Copy attached) for Ref.:-

Public Sector Banks		Private sector banks	
1	State Bank of India	14	Axis Bank Ltd
2	Punjab National Bank	15	ICICI Bank
3	UCO Bank	16	Bandhan Bank
4	Union Bank of India	17	HDFC Bank
5	Indian Overseas Bank	RRBs & OSCB	
6	Canara Bank		
7	Indian Bank		
8	Bank of India	15	Odisha Gramya Bank
9	Bank of Baroda	16	Utkal Grameen Bank
10	Central Bank of India	17	Odisha State Co-Op. Bank

Category-II (Bank with composite score 60 and above with Branches 50-99)

Private Sector Bank		Small Finance Bank	
18	Indusland Bank	19	Suryodaya SFB

Annexure IV

(To be Submitted along with Technical Bid)

Declaration Regarding Clean Track Record

((To be submitted Bidder's company letter head, if applicable))

Date:

Chief Executive Officer
Rourkela Smart City Limited
1st Floor, RMC City Library Building,
Uditnagar, Rourkela
769 012 Odisha

Declaration Regarding Clean Track Record

RFP No: _____ dated

Dear sir,

I/We have carefully gone through the Terms & Conditions contained in the RFP No. _____ dated _____. We hereby declare that we/me have not been debarred/ blacklisted **by** Central/ State Government/RMC, or any entity controlled by it, from participating in any project. I further certify that I am competent officer/Person himself or in my Organisation (Company, Firm, LLP,...etc) make this declaration that our bid is binding on us (if applicable).

Thanking you, Yours sincerely,

For Bidder

(Authorised Signatory)

Name, Address designation

Date:

Place:

Appendix-II
Format of Bank Guarantee
For
Bid Security/Earnest Money Deposit
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: Dated:

1. In consideration of you, Rourekela Smart City Ltd, having its office 1st Floor, RMC City Library Building, Udit nagar, Rourkela ,769 012 Odisha,(hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... And having its registered office at(and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its /their executors, administrators, successors and assigns),for the " Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela "for Lease rental Basis "the Project") pursuant to the RFP document dated..... issued in respect of the Project and other related documents including without limitation the draft lease agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do here by in terms of the RFP Document, irrevocably unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs.60.00 Thousand Only (Rs. Sixty thousand only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the bidder if the bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 60.00 Thousand (Rs. Sixty Thousand only)**

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder

or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to {**Rs. 60.00 Thousand (Rs. Sixty Thousand only)**}. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

14. This guarantee shall also be operable at our..... Branch at Rourkela, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. Bank Detail of Rourkela Smart City Ltd.

S.No.	Particulars	
1	Name of Bank	State Bank of India
2	Name of Branch	Udit Nagar Branch
3	A/c No	36450132867
4	Type of A/c	Saving Bank A/c
5	IFSC	SBIN0007474

Signed and Delivered by Bank

By the hand of Mr./Ms.....its.....and authorised official.

Place:.....

Date:.....

(Signature of the Bank Officer)

Stamp & Seal of the Bank

Name of the Bank officer:

Designation:.....

APPENDIX III
Power of Attorney for signing of Bid
(To be executed on a non-judicial Stamp Paper of Rs 100)

Know all men by these presents,
We.....(name of the firm and
address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr
/ Ms (name),..... son/daughter/wife of
..... and presently residing at
....., who is presently employed with us and holding the position of.
our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our
behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to
submission of our Bid for the -" Lease Rental Cum Operation and Maintenance of Hockey Chowk
Shops (Celly Plaza) at Rourkela " (hereinafter referred to as "the Project) proposed or being developed
by the _____ (the "**Authority**") including but not limited to signing
and submission of all bids and other documents and writings, participate in pre-bids and other
conferences and providing information/ responses to the Authority, presenting us in all matters before
the Authority, signing and execution of all contracts including the Service Agreement and undertakings
consequent to acceptance of our bid, and generally dealing with the Authority in all matters in
connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof
to us and/or till the entering into of the Service Agreement with the Authority.

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

IN WITNESS WHERE OF WE,....., THE ABOVE
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF2.....

For
.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Person identified by me/ personally appeared before me /signed
before me/ Attested / Authenticated*

(* Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date : _____

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate.

APPENDIX-IV

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.1.6)

Whereas the Rourkela Smart City Limited (“the Authority”) has invited BIDs for the “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela”. (the “Project”).

Whereas,, and (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at ..., M/s. ... having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s BID for the in all respect Project and/ or upon award thereof till the Lease Contract is entered into with the Authority & Compelled.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For (Signature) (Name & Title)	For (Signature) (Name & Title)	For (Signature) (Name & Title)
--	--	--

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX V

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at} (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The Rourkela Smart City Limited, established as a SPV of , Government of Odisha under the, represented by its Chief Executive officer and having its principal offices at Udit Nagar Rourkela-769 012 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. dated(the “**RFP**”) for award of contract for “ Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela. (the “**Project**”) through a Lease rental Agreement.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a LEASE RENTAL Agreement with the Authority for performing all its obligations as the Lessee in terms of the LEASE RENTAL Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Lessee in terms of the LEASE RENTAL Agreement for the Project.
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the LEASE RENTAL Agreement, till such time as the completion of the Project is achieved under and in accordance with the LEASE RENTAL Agreement.

6. Share of work in the Project

The Parties agree that the proportion of construction in the LEASE RENTAL Agreement to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party:}

Further, the Lead Member shall itself perform at least 51 (fifty one) per cent of the total area of the Celly Plaza if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it.
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Lease completion in accordance with the Lease Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix-IX

(To be on the letter head of the Bidder/ Each Member of the Joint Venture) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017

(To be on the letter head of the Bidder/Each Member of the Joint Venture)

To,

Chief Executive Officer
Rourkela Smart City Limited
1st Floor, RMC City Library Building,
Uditnagar, Rourkela
769 012 Odisha

Sub: BID for “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela”.

Dear Sir,

With reference to your RFP document dated *** **\$, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

Authorised signatory)

(Name and designation of the of the

Name and seal of Bidder/Each
Member of joint Venture

Notes: {Where applicable, evidence of valid registration by the Competent Authority shall be attached} In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO APPLICANTS

DEFINITIONS:

- a) Tender portal: The e-Procurement Portal of Government of Odisha introduced for the process of e-Tendering which can be accessed on <https://www.tendersodisha.gov.in>.
- b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n- Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
- c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“BID”).

1. PARTICIPATION IN BID:

1.1 PORTAL REGISTRATION:

The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) /GST Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance/GST Certificate. Any change of information by the bidder is to be re authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

- 1.2 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- 1.3 Any third party/company/person under a service contract for operation of e- Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

2. LOGGING TO THE PORTAL:

The Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

3. DOWNLOADING OF BID:

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid /Procurement Officer-Publisher will clarify queries related to the tender.

5. PREPARATION & SUBMISSION OF BID

5.1 Detailed BID may be downloaded from Tender Portal for detail study and preparation of his bid and the Application may be submitted online following the instructions appearing on the screen.

5.2 The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the Tender Portal)

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) Copy of Memorandum of Understanding between JV partners, if applicable.
- (d) Copy of Memorandum of Understanding with Associate, if applicable.
- (e) Technical proposal as per format prescribed as per RFP
- (f) Bid Security for validity of 180 day as mentioned in the Instruction to Bidder or as per RFP
- (g) Price Bid as per BOQ.
- (h) Other documents as per requirement of BID.

5.3 The Applicant shall upload scanned copies of the documents as specified in

5.2(A) above on the Tender Portal in designated locations of Technical Proposal and Price Bid(BOQ) before 15:00 hours Indian Standard Time on the Application due date i.e. on 30/09/2023.

5.4 It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

5.5 The bidder shall log on to the portal with his /her DSC and more to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.

5.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading

and take print out of the system generated summary of submission to confirm successful uploading of bid.

The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

5.7 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

5.8 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

5.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender

5.10 The bidder should check the system generated confirmation statement on the status of the submission.

5.11 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

5.12 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

5.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Price Bid(BOQ) duly filled in.

5.14 The Bidder will not be able to submit his bid after expire of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/ Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

7.1 All bid uploaded by the Bidder to the portal will be encrypted.

7.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9 OPENING OF THE BID:

9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

9.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if

they so desire.

9.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

9.5 Combined bid security for more than one work is not acceptable.

10. EVALUATION OF BIDS:

10.1 All the opened bids shall be downloaded and printed for taking up evaluation.

The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing--- nos of pages”.

10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder’s price bid. Non submission of legible documents may render the bid non-responsive.

10.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

10.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

10.8 At the time of opening of “Price Bid (BOQ)”, bidders whose technical bids were found responsive and qualified will be opened.

10.9 The responsive bidders’ name bid prices will be announced.

10.10 Procurement Officer-Openers shall sign on each page of the downloaded Price Bid (BOQ).

10.11 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

10.13 The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid.

DISCLAIMER

The Applicant must read all the instructions in the BID and submit the same accordingly