



**Request for Proposal**  
**For**  
**Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza) at Rourkela.**

**ISSUED BY:**  
**ROURKELA SMART CITY LIMITED**  
**1<sup>st</sup> Floor, RMC, City Library Udit Nagar,**  
**Rourkela-769012**

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**INVITATION FOR BIDS (IFB)**  
**NATIONAL COMPETITIVE BIDDING**



Bid Id No. RSCL/2729/2023/Dated 22/06/2023  
**NATIONAL COMPETITIVE BIDDING**  
(Lease Rental Purpose)

	Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza )at Rourkela
Date of Invitation of Bid	22/06/2023
Pre- bid	04/07/2023 at 12:30 Hrs.
Last date and time for receipt of bids	17/07/2023 at 17:00 Hrs.
Last date of Physical Submission of Bid	20/07/2023 at 15:00 Hrs.
Time and date of opening of bids	20/06/2023 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.7,100.00 Including GST (Scanned copy of financial instrument shall be furnished)				
02	E.M.D /Bid Security Declaration				
03	Copy of valid GST Registration Certificate				
04	Copy of PAN Card				
05	Turn over certificate				
06	No Relationship Certificate in Schedule – A				
07	Information regarding current litigation, debarring /expelling of the tender or abandonment of the work by the tenderer (Schedule-D)				

## CONTRACT DATA

### A. GENERAL INFORMATIONS

S. No.	Item	Detail
1	Name of Work	Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza) at Rourkela
2	Employer	Rourkela Smart City Limited
3	Employer's Representative	The Chief Executive Officer
4	Base Lease Price (Offset price)	Rs.40,00,000/- (Rs. Forty Lakhs Only)
5	Rental Rate	Rs.2/- (Rs. Two) Per. Sqft. Per Month.
6	Approx. Rental area	13,000/- 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: 17/07/2023. Time 17:00 hours
9	Cost of RFP Document	
	i Bank draft amount	Rs.7,100/- 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.40,000/- (Rs. Forty 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: 22/06/2023 to 20/07/2023 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	<a href="https://rmc.nic.in/">https://rmc.nic.in/</a> , <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>
16	Tender Submission Portal	<a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>
17	For Point of contract regarding any clarification	Shri Sarthak Sourav Rath, Architect, at contact no: +91-8093310953 & email: <a href="mailto:rourkelascl@gmail.com">rourkelascl@gmail.com</a>

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### **Disclaimer**

This request for proposal (RFP Document or tender document or tender) for Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout 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.40,00,000/-** (Rs. Forty 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 (Dugout 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 (Dugout Plaza )at Rourkela
- 19) **"Re. or Rs. or INR"** means Indian Rupee.
- 20) **"RSCL" or "The Authority"** means Rourkela Smart City Limited (or "Employer" or "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.



## Tender Document For

### The Project “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza) at Rourkela”.

## SECTION-1 (INTRODUCTION)

### 1. Background

#### **1.1 ABOUT ROURKELA**

Rourkela is the 3<sup>rd</sup> 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 liveable, 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.

1.1.2 The selected Bidder (the “**Lessee**”) shall be responsible for Operation and Maintenance Dugout Plaza under and in accordance with the provisions of an Lease Rental contract (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 Contractor shall also be responsible for the approved commercial use of the Dugout Plaza during the Lease Period. The scope of work will broadly Lease rental, operation and maintenance of the Dugout Plaza during the Lease Period, which shall be 10 years.

1.1.3 The Base one time offset price of the “Dugout Plaza” (the “**Base Offset Price**”) has been specified in the Contract Data above, 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 Physical document also shall be accepted 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 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.

GOI has issued guidelines (see Annexure VII of Appendix-1A of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. 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. 40 thousand (Rupees forty 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 also make online payment towards cost of tender document of Rs. 7,100/- (Rupees seven thousand and one hundred only) in Authority's designated bank account and also 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 Dugout Plaza "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 shall be pre-determined, and are specified in the draft 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 Bid Security, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, if any, Integrity Pact, 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](mailto:rourkelascl@gmail.com)

## **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 the commercial space i.e. “Dugout Plaza” at Hockey Chowk on lease 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 also 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 others' 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 assessee(s) with PAN No. and his/her/it Income Tax returns must be up to date.
2. The Bidder should have average annual turnover for last three years for the premises "Dug Out Plaza" – will be Rs.40 Lakhs
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 slandered 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 Rs.2/-Per Sqft-.is to be deposited in the RSCL/RMC by 5<sup>th</sup> 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 Offset price / Base price fixed for the assets are as given below:-  
Dugout Plaza - 40 Lakhs

### **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 of 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 with in 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 lowest 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 SE 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 BIDs**

- 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 VII
- 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 Integrity Pact Format.
- VII. Format of LOA
- VIII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)**
- IX.. Undertaking
- X. No Relationship Certificate



2.7.2 The draft 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>).

**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, if any, Integrity Pact, 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 & 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 integrity pact 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-VI 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 required)
- 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.40.00 thousand (Rupees forty 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 Bank
- g) Tender document fees Rs.7,100/- in form of DD,Banker's Cheque.
- h) Deleted
- i) Declaration Regarding Clean Track Record
- j) Integrity Pact.
- k) Abidance of Local residents

### **Financial Bid**

- l) 1) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through <https://tendersodisha.gov.in/nicgep/appin> on or before 1700 hrs IST on 17.07.2023  
(Note Only Submitted in online mode)

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 on Bid Opening Date (upto13: 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 1100 hours IST on 24.01..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 have above documents)
2	Average annual turnover of the bidder during last three years shall be at least INR Forty (40) lakhs for the Dugout Plaza and	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 in proportion of their respective share but must meet Jointly required in RFP)
3	The bidder should have a registered office in Odisha. 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 CONTRACT 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 (Dugout Plaza) at Rourkela”:

- a) Denial or loss of contracts.
- b) Forfeiture of the bid security and the performance bond/PBG (if applicable);
- c) Liability for damages to the principal and the competing bidders; and
- d) 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 Government, Quasi Government Agencies, Statutory, Regulatory Body, PSUs or PSBs and its subsidiaries. If a bidder has been banned by any Government,

Quasi Government agencies, Statutory Body, PSUs or PSBs and its subsidiaries, 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 Form- **Annexure C**

## **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.
  - Duly filled and stamped Pre-Contract Integrity Pact as per Point 4 (Pre - Contract Integrity Pact Clause) above.
  - Declaration as per Point 5 (Banned or Delisted Bidder) above.
  - The cover should be closed & sealed and superscribed as “Physical Technical Bid for Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout 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 cover by the bidder.**

- **Second Cover** – Tender fees Rs.7,100/- (in form of DD and Bid Security (1% of Base Price in form of TDR, FDR, Bank Guarantee”BG” from approved banks of Fin. Dept. 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 “SEALED BID Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza) at Rourkela.
- **“B” Financial Bid Cover** – The financial bid must be submitted in bidding excel format given in tender Odisha **only online mode** 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

1<sup>st</sup> Floor, RMC, City Library Udit Nagar,  
Rourkela-769 012

- Last date for submission of bid: 17/07 / 2023 at **5:00 PM.**
- Technical Bids will be opened at above address on or after 20 /07 /**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](mailto:rourkelascl@gmail.com)

## **7. SHORTLISTING METHOD:**

- a) A preliminary short-list of bidders will be prepared by the RSCL on the basis of documents received in the Technical Bid. In case of documentary deficiency in the Technical Bid, bidders shall be given adequate opportunity to rectify the same within 3 working days. The preliminary shortlisting will be based on offered premises meeting the pre-requisite criteria as specified in point 2 (Requirement Details) above.
- b) The preliminary shortlisted bidders will be informed by the RSCL for arranging site inspection of the offered premises, if interested by the bidders.
- c) Based on the findings under points (a) and (b) above, a final shortlist will be prepared for opening of Financial Bids of the eligible bidders. The Highest Quoted above Base price i.e “Offset Price” will be the H1. The technically qualified bidders will be informed in advance by the RSCL about the opening of the Financial Bids.

## **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 monthly rent of **Rs 2(Two) per sqft. rate** fixed by the RSCL.
- h) **Rates to be quoted in the Financial Bid:**  
  
The Bidder has to quote his bid amount in the Financial Bid. **(Only online mode).**
- i) Water and electricity charges to be borne by the bidder on actual consumption basis.

- j) **Evaluation of Tender – Determination of H-1:** The bidder who has quoted maximum amount over and above the **base price fixed by RSCL** for the “Dugout Plaza” 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 Lessor cannot terminate the lease agreement.
- l) **Payment of Monthly rent to RSCL:** The rent would be paid on or before the 5<sup>th</sup> 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 with 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 finalisation 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](http://www.rmc.nic.in), <https://tendersodisha.gov.in/> only.

## **Format of document Submission**

## **APPENDIX IA**

Letter Comprising the Technical Proposal and Annex I-III

Dated:

To,

**The Chief Executive Officer  
Rourkela Smart City Limited  
1<sup>st</sup> Floor, RMC City Library Building,  
Uditnagar, Rourkela  
769012 Odisha**

Sub: RFP for “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout 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.
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)

## **Annex I - Particulars of the Bidder**

### **1. Particulars of the Bidder**

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business 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, 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			Average Annual turnover
	2022-23	2021-22	2020-21	
(1)	(2)	(3)	(4)	(5)
Single entity Bidder				

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

### **Annex III - Details of Eligible Projects**

**Not Applicable.**

#### Annex-IV

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

#### **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

<b>Public Sector Banks</b>		<b>Private sector banks</b>	
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	<b>RRBs &amp; OSCB</b>	
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
<b>Category-II (Bank with composite score 60 and above with Branches 50 and above)</b>			
<b>Private Sector Bank</b>		<b>Small Finance Bank</b>	
18	Indusland Bank	19	Suryodaya SFB

**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, ..... having its office at (hereinafter referred to as the "RSCL"/ "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..... (Name ,Address of the bidder, ....registration in case of firm /company...) and having its registered office at (a company registered under the Companies Act 1956/2013 (and acting on behalf of its Consortium) (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 Project on Lease basis (hereinafter ..... issued in referred to as "the Project") pursuant to the RFP Document dated..... respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office a and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees 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 fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.
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. **Rs.40.00 thousand (Rupees forty 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.40.00 thousand (Rupees forty 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 opera table 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

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 (Dugout 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 OF .....2.....

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 (Dugout 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 National, represented by its Chief Executive officer and having its principal offices at Udit Nagar Rourkela-769012 (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 (Dugout Plaza )at Rourkela (the “**Project**”) through an Lease rental Contract.
- (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 an LEASE RENTAL Contract with the Authority for performing all its obligations as the Contractor in terms of the LEASE RENTAL Contract 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 Contractor in terms of the LEASE RENTAL Contract 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 Contract, till such time as the completion of the Project is achieved under and in accordance with the LEASE RENTAL Contract.

## **6. Share of work in the Project**

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

First Party:

Second Party:

{Third Party: }

Further, the Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of the total length of the project highway 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 Project completion (the “Defects Liability Period”) is achieved under and 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 1B**

*(Proforma for Financial Bid)*

To,  
Chief Executive Officer  
Rourkela Smart City Limited  
Uditnagar,  
Rourkela- 769004

**Name of the Project:** Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout 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)**

Sl. No.	Description	Amount (in INR)
I	One-time Offset Price (must be above the base Price for Dugout Plaza “Base price for (i) Dugout Plaza- Rs.40,00,000 /- (Rs. Forty Lakhs only)	INR _____ *# (in figures) (Rupees _____ only) (in words) (Exclusive of GST)
<b>Note: Less than Rs.40,00,000 /- (Rs. Forty Lakhs) will be not acceptable</b>		

- 2- We undertake, if our Bid is accepted, to execute the lease agreement within fifteen (30) 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 Contract.
- 4- We agree to abide by this Bid for the period of One Hundred & Twenty (120) 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 lowest 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)

## APPENDIX V

To be Submitted along with Technical Bid

### **Pre-Contract Integrity Pact**

*(To be executed on a non-judicial stamp paper)*

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) between, the CEO Rourkela Smart City Limited, represented through Shri/Ms \_\_\_\_\_, (Designation) (hereinafter called “RSCL”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

**AND**

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (hereinafter called the “Bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

*(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the “Parties” and individually as the “Party”)*

**WHEREAS** RSCL proposes to lease the Dugout Plaza at Hockey Chowk as mentioned in the RFP No. \_\_\_\_\_ (“RFP”) and the Bidder is willing to offer/has offer his price for the \_\_\_\_\_ (name of the items/services) as desired by the bidder in terms of the RFP;

**WHEREAS** the Bidder is an Indian Individual Natural Person/ Private Company/Public Company/Government undertaking/ Partnership/LLP/Cooperative society /registered export agency, constituted in accordance with the relevant law in the matter and RSCL is a SPV Company established by Government.

**WHEREAS** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

- (i) enabling RSCL to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and RSCL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**AND WHEREAS** the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### **1. Commitments of RSCL**

**11** RSCL undertakes that no official of RSCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

**12** RSCL will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

**13** All the officials of RSCL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to RSCL with full and verifiable facts and the same is prima facie found to be correct by RSCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RSCL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by RSCL the proceeding under the contract would not be stalled.

### **3. Commitments of Bidders**

**31** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of RSCL, as applicable to the subject matter.

**32** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to RSCL under the contract in terms of the RFP.

**33** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

(a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RSCL, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

(b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RSCL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

(c) \* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.

(d) \* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.

(e) \* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to RSCL or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

(f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of RSCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

(g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

(i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by RSCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

(j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

(l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of RSCL or alternatively, if any relative of an officer of RSCL has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

(m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RSCL.

(n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

**34** The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

(a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of RSCL, while rendering any advice or service.

(b) The Bidder shall act/perform, at all times, in the interest of RSCL and render any advice/service with highest standard of professional integrity.

(c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold RSCL's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.

(d) The Bidder declares/affirms that it has not been hired by RSCL for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of RSCL. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

(i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by RSCL to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

(ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting RSCL in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*

(iii) **Relationship with RSCL's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel,



and sub-consultants, has/have a close business or family relationship with a professional staff of RSCL (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to RSCL throughout the selection process and the execution of the contract.

(iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

#### **4. Previous Transgression**

**41** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

**42** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

#### **5. Accountability**

**51** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to RSCL, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

**52** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

#### **6. Personal Liability**

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to RSCL for any violation of this Integrity Pact as per the applicable law, besides being liable to RSCL as may be provided under the contract to be executed.

#### **7. Transparency and Competitiveness**

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to RSCL, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

## **8. Co-operation in the Processes:**

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

## **9. Sanctions for Violations**

**91** Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle RSCL to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after/before the contract is signed) shall stand forfeited either fully or partially, as decided by RSCL and RSCL shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid or have to received by RSCL, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from RSCL in connection with any other contract, such outstanding payment could also be utilized and appropriated by RSCL to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by RSCL, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to RSCL resulting from such cancellation /rescission and RSCL shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of RSCL for a minimum period of five year which may be further extended at the discretion of RSCL.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by RSCL with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by RSCL to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

**92** RSCL will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**93** The decision of RSCL to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity

Pact.

#### **10. Fall Clause:**

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems/Services/taking rental/Lease accommodation at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be submitted by the Bidder to RSCL, if the contract has already been concluded.

#### **11. Disqualification & Forfeiture of EMD/PBG etc**

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder(s) has/have committed any transgression/breach of this Integrity Pact, RSCL is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If RSCL disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, RSCL is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (d) It is agreed that the decision of RSCL regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

#### **12. Independent External Monitors:**

**121** RSCL has appointed GM (Operation), RSCL and GM (E&T) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the RSCL.

**122** The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.

**123** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

**124** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.

**125** As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by RSCL.

**126** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of RSCL including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors.

The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

**127** RSCL will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

**128** The Monitor will submit a written report to the designated Authority of RSCL within 8 to 10 weeks from the date of reference or intimation to him by RSCL/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

**129** The bidder shall not go for any legal recourse on his complaints, if any, already submitted before the Monitors, till final disposal of their complaints by the monitors.

### **13. Facilitation of Investigation:**

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, RSCL or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **14. Law and Place of Jurisdiction:**

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at Delhi.

### **15. Other Legal Action:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

### **16. Validity:**

**161** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both RSCL and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of this Integrity Pact.

**162** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

(Note: In case of a Joint Venture, the Integrity Pact must be signed by all joint partners to the Joint Venture that submits the bid.)

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

<p><b>For Rourkela Smart City Limited</b></p> <p>(Authorised Signatory)</p> <p><b>Place:</b> <b>Date:</b></p> <p><u><b>Witness</b></u></p> <p>1. _____</p> <p>(Name &amp; Address)</p> <p>2. _____</p> <p>_____</p> <p>(Name &amp; Address)</p>	<p><b>For Bidder</b></p> <p>(Authorised Signatory)</p> <p><b>Place:</b> <b>Date:</b></p> <p><u><b>Witness</b></u></p> <p>1. _____</p> <p>(Name &amp; Address)</p> <p>2. _____</p> <p>_____</p> <p>(Name &amp; Address)</p>
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**Annexure VI**

(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  
Uditnagar , Rourkela-  
769004

**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 any Government, Quasi Government agencies, Statutory, Regulatory Body, PSUs or PSBs and its subsidiaries.** 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

Place:

Date:

## 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 17:00 hours Indian Standard Time on the Application due date i.e. on --.-.2023 (date to be specified).

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 move 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 expiry 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



## **DRAFT CONTRACT AGREEMENT**

### **FOR**

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

### **BID DOCUMENT**

Rourkela Smart City Limited  
1<sup>st</sup> Floor, RMC, City library Udit Nagar,  
Rourkela-769012

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

**APPENDIX IV-**  
**Service Level Agreement (SLA)**

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

.”

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (Agreement) is executed on this [+] day of (+) Two Thousand and [•] at [Rourkela]:

BETWEEN

Chief Executive Officer, Rourkela Smart City Limited having its office at 1<sup>st</sup> Floor, RMC City Library Building, Udit Nagar, Rourkela 769 012 (hereinafter referred to as "Authority", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the **FIRST PART**:

AND

\_\_\_\_\_ [insert name of the Agency), a company organized, Incorporated, registered and existing under the Indian Companies Act, 2013/ Partnership Act/Proprietorship Act /Individual and having its registered office at

\_\_\_\_\_ [insert address] (hereinafter referred to as the "Agency, which term or expression shall, unless repugnant to or inconsistent with the context. mean and include it, its successors, liquidators and permitted assigns) of the **SECOND PART**":

Wherein the Authority and Agency are individually referred to as Party and jointly referred to as "Parties" and the expression "Authority" and "Agency", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

### WHEREAS

A. Authority has selected M/s. \_\_\_\_\_ as the Successful Bidder through a competitive bidding process for the " Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza )at Rourkela.  
.".

B. Authority is in the ownership and possession of the aforesaid property.

C. With an objective, Authority had invited competitive Proposals / Bids from interested parties to operate, maintain, manage, and transfer the same to the authority after lease period will be over/terminated on the terms and conditions contained in the Request for Proposal (RFP) document and to levy, demand, collect, retain and appropriate User Charges from the Users of the Facility.

D. The Authority has decided to give this property an Agency on Lease Rental basis for better utilisation ,Operation and Maintenance of the aforesaid Project site, for 10 (Ten) years subject to satisfactory performance of lessee. ("LEASE Period").

E. The Authority had accordingly invited proposals by its Request for Proposal No. \_\_\_\_\_ dated. \_\_\_\_\_ (the "Request for Proposal" or "RFP") for selection of LEASE Agency for Operation and Maintenance of the above referred project on contract basis

F. In response to the Request for Proposal document, the Authority has received \_\_\_\_\_ (\_\_\_\_) nos. of Proposals from Bidders

G. Authority has evaluated the technical proposal as per the terms and condition of RFP and shortlisted the qualified bidders for opening of financial proposal, Financial Proposals of technically qualified bidders has been evaluated and authority has accepted the Proposal/Bid submitted by the "**Successful Bidder**" including, inter alia, the (the selected bidder/ M/s. \_\_\_\_\_ ("**LESSEE Agency**") and a Letter of Award, bearing No. \_\_\_\_\_ Dated. \_\_\_\_\_ was issued to the Successful Bidder.

H. As per the terms and conditions of the RFP Document, the Successful Bidder hereby agrees to serve as a LESSEE Agency as per the roles and obligations as detailed out in this Agreement.

I. Authority acknowledges that as on this day, the LESSEE Agency has submitted a demand draft /banker's Cheque/ for a value of Rs. \_\_\_\_\_ (\_\_\_\_\_ only) towards Performance Security as per the conditions specified in this agreement.

J. The Authority has agreed to the said request of the selected LESEE Agency and has accordingly agreed to enter into this Lease Rental Agreement with the LESSEE Agency for RFP for "Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza) at Rourkela., Odisha on LEASE Contract basis, subject to and on the terms and conditions set forth here in after.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

## Article 1: Definition and Interpretation

### 1.1 Definition

1.1.1 The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.1.2 "**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

1.1.3 "**Agreement**" means this Lease agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

1.1.4 "**Agreement Date**" means the date of execution of this Agreement;

1.1.5 "**Annual LEASE Fee or Rent**" Rs.2/-per Sqft shall mean and excluding all charges, tax, GST detailed and described in the agreement

1.1.6 "**Applicable Laws**" means all laws, brought into force and effect by Government of Odisha /Government of India including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

1.1.6 "**Applicable Permits**" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the LESSEE Agency under Applicable Laws during the subsistence of this Agreement;

1.1.7 "**Approvals**" means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.

1.1.8 "**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall Include modifications to or any re-enactment thereof, as in force from time to time;

1.1.9 "**Authority**" refers to Chief Executive Officer , Rourkela Smart City Limited .

1.1.10 "**Bid**" means the documents in their entirety comprised in the bid submitted by the LESSEE Agency in response to the RFP in accordance with the provisions thereof,

1.1.11 "**Bid Documents**" means the RFP and the Agreement including its schedules,

1.1.12 "**Business Day**" means a day on which banks are generally open for business in Rourkela, Odisha;

1.1.13 "**Clearance**" means, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project.

1.1.14 "**Competent Authority**" means any agency, authority, department, ministry, public or statutory Person of the Government of Odisha, or any local authority. or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the LEASE Agency under or pursuant to this Concession.

1.1.15 "**Due Date**" means every month starting from the effective date.

1.1.16 "**Effective Date**" means the date on which all the Conditions Precedent to the effectiveness of this Agreement have been satisfied by both the LESSEE and Chief Executive Officer Rourkela Smart City Limited in accordance with this Agreement, which is not later than 15 days from the issue of the LOA or the time extended by the Authority.

1.1.17 "**Encumbrances**" means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

1.1.18 "**Financial Commitment**" means the legally binding undertaking of the LESSEE Agency to mobilize the financial requirements of the project, for ensuring efficient operation & maintenance and payment of rent of the project.

1.1.19 "**Financial Year**" shall mean the year commencing from the 1<sup>st</sup> April of any calendar year and ending on 31<sup>st</sup> March of the next calendar year.

1.1.20 "**Force Majeure**" or "**Force Majeure Event**" shall mean acts, events, conditions, or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts



of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.

1.1.21 **"Lease Means"** Operating leasing as per Indian contract act 1872 or Transfer of Property Act, 1882;

1.1.22 **"Offset Price"** Office Price is Lump sum security Amount quoted by the bidder as onetime payment before execution of Lease agreement "which will be more or equal to Base Price mentioned in RFP Vol-1". Which will be refunded after Completion of Lease Contract or Termination of Contract leaving after adjusting of any penalty or rent, tax or another dues with lessor "Authority" if pending. It will be refunded to lessee "Bidder" without any interest.

1.1.23 **"Parties"** means the parties to this Agreement collectively and 'Party' shall mean any of the parties to this Agreement individually.

1.1.24 **"Performance Security" Amount of Offset price of H1 bidder** as performance security of the project.

1.1.25 **"Project"** shall mean the "Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza) at Rourkela."

1.1.26 **"Termination"** means the expiry of the Agreement Period or termination of this Agreement.

1.1.27 **"Termination Notice"** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.

## 1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement.

2. words importing the singular include the plural and vice versa.

3. words "it" or a gender include any gender,

4. a reference to an Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule.

5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document

7. a reference to a party to any document includes that party's successors and permitted assigns.

8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India,

1.2.2 Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

1.2.3 Recitals to this Agreement are a part of this Agreement and binding on both the Parties.

### 1.3 Measurements and Arithmetic Conventions

1.3.1 All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

### 1.4 Ambiguities and Discrepancies

1.4.1 In case of ambiguities or discrepancies within this Agreement, the following shall apply

(a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles:

(b) between the Articles of this Agreement and the Schedules, the Articles shall prevail, between Schedules and Appendices, the Schedules shall prevail,

(c) between the written description on the drawings and the specifications and standards, the latter shall prevail;

(d) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and

(e) Between any value written in numerals and that in words, the latter shall prevail.

### 1.5 Priority of Documents

1.5.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instruction to the Lessee, and the priority of the documents shall be as follows:

(a) This executed Service Agreement (including its Schedules), RFP document along with any Addendum issued to the RFP document.

(b) All other documents enclosed/ attached with this executed Agreement.

## **Article 2: Pre-requisites of LEASE Contract**

2.1.1 The Lessee hereby states and undertakes to have inspected the entire " Assets" of Hockey Chowk Shops (at Dugout Plaza ) in Rourkela. The LESSEE Agency hereby submits that after having duly inspected the said premises, the LEASE Agency has accepted the premises on "**As is where is basis**".

2.1.2 The Lessee hereby understands that the prerequisite for implementation of the present LEASE agreement and essential to the present agreement would be to submit an Operation and Maintenance Plan and type of activities in Dugout Plaza within 30 (Thirty) days from the issue of LOA and get it approved by the Authority as prescribed in the format given in Schedule 5 before the effective date" work to processed date".

2.1.3 The Lessee hereby understands that the prerequisite for implementation of the present LEASE agreement and essential to the present contract would be to make insurance of the project facilities & equipment within 90 (Ninety) days from the signing of the LEASE Agreement.

2.1.4 The Lessee has to make the project facility fully operational as per Schedule 5 from effective date "Work to Processed date".

### **2.2 Performance Security(PS)**

For Que and punctual performance (Operation and Maintenance) of the obligations under this Agreement, relating to the Project the Lessee will deliver to the Authority within **15 days** of Issue of Letter of Acceptance (LOA) and Submit Performance Security equal to Offset Price quoted by H1 Bidder \*(Rs.....Word) in the form of a Demand Draft/Banker's Cheque in favour of CEO, Rourkela Smart City Limited, Rourkela payable at Rourkela in any scheduled bank as per permitted by Odisha Finance department Govt. of Odisha.

\*Performance Security is equal to sum total of offset price of H1 Bidder .

2.2.1 In case of any penalty or of payment of Lessee such as bill,dues,will paid by RSCL,RSCL will deducted the same amount from Performance security and Lessee have to deposit same amount to RSCL within Seven days to maintain the Performance security amount. After seven (7)-day penalty will be applicable as pre SBI Base Rate +3 % till payment received or 30 days from deduction from PS, After 30days Authority may terminate the Lease Agreement due to this reason and forfeit the 'PS'.

## 2.3 Offset Price

Offset Price is Lump sum Security Amount quoted by the bidder in financial bid above or equal to base price submitted as onetime payment before execution of work to Proceed. Which will be refunded after Completion of Lease Agreement or Termination of Contract after adjusting of any penalty or rent , tax or another dues with of lessee “Bidder” if pending. It will be refunded to lessee “Bidder” without any interest

## Article 3: The LEASE Contract

3.1 In consideration of the payment made and promised as to set out herein above and reserved and the covenants on the part of the Second Party, Authority, hereby Provides LEASE contract and demises on "as is where is basis" unto the Second Party under the terms and conditions of RFP and this Contract and effective from the "Effective Date", the area (hereinafter called as "Project Premises")

### 3.2 Project Premises

3.2.1 The "**Project Premises**" consists of the " Hockey Chowk ( Dugout Plaza)Shops, Parking, electrical fixture fitting ,electrical rooms, landscaping, hardscaping's and all other project assets fixed in Dugout Plaza area " and its premises as defined in the Schedule 3 The Lessee shall Operate and Manage the Project Premises as per the provisions of Schedule 3.

3.2.2 The site shall be used only for purpose for which approval is given by Authority and any violation on this account may entail resumption of the site without any compensation to the Lessee.

3.2.3 No structure, shall be allowed in the Project Premises. Also, alteration, modifications of the existing structure is not allowed. However, Lessee may provide temporary partition, false ceiling, interior decoration works etc.

### 3.3 Tenure

3.3.1 The Contract shall be effective from the Effective Date as defined above and shall allow the Lessee the use of Project Premises for a term of 10 (Ten) years beginning from Effective Date “Work to Proceeds date” thereafter subject to satisfactory performance of lessee. The Lessee Agency hereby accepts the LEASE contract and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

### 3.4 Annual LEASE Fee.

3.4.1 The Lessee Agency agrees and at all times during the pendency of the Contract from the **Effective Date** of the said project and site remains with the Lessee Agency and shall be paid the following fee each year which shall collectively be referred to as "**Annual LEASE Fee-Rent**".

3.4.2 The LEASE Agency has to pay LEASE Fee/Rent to the Authority as per lease agreement on 5<sup>th</sup> of the each month in advance start from effective date/work to proceed date fall which month to till 120<sup>th</sup> of Lease Agreement without falling .

The Annual LEASE Fee-Rental shall be paid to the Lessor "Authority" by RTGS/ NEFT/Account Payee Cheque. The monthly payment will be (Annual LEASE Fees/Rent paid by bidder H1 Bidder) **will be Rs.2/- Per sqft** plus applicable GST Charges and taxes. The Annual LEASE Fee-Rent due shall be paid to the Authority for each month till the sustenance of the LEASE Contract on a monthly basis by the Lessee.

3.4.2.2 The 1<sup>st</sup> payment of monthly LEASE fee will start from the effective date and shall be paid within 5<sup>th</sup> day in the next subsequent month.

3.4.3 The Contract permits the Lessee to start Operation and Maintenance as per Schedule 3 from the Effective Date "Work to Proceeds date".

3.4.4 The Lessee undertakes to pay all such taxes, fees, duties, charges including Central Tax, GST, all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Project Premises.

3.4.5 The Lessor "Authority" undertakes to pay all the electricity charges, water charges and other such charges which shall be payable by the Lessee "Contractor" directly to the concerned agencies in event of any default being committed by Lessee in making such payment of any such taxes, fee or charges and the Authority being forced to make such payment, in that case such payments to Authority along with penal Compound Interest @12% per annum will be appropriated from the Performance security and/or Offset Amount and the LEASE Agency shall replenish the same amount which will be deducted from performance security and /or Offset amount within a month to original level the Performance security and /or Offset amount and in case of appropriation of the entire Performance Security provide a fresh Performance Security and /or Offset amount, as the case may be, and the

Lessee shall, within 30 days, replenish or furnish fresh Performance Security and /or Offset amount as aforesaid falling which the Authority shall be entitled to terminate this Agreement.

### 3.5 Rights and Obligations of the Authority

The Authority rights and obligation under the agreement shall be as stated below.

3.5.1 The Lessee is solely responsible to procure all such permissions which may include but not be limited to statutory licenses of local bodies, health authorities, police, environment & pollution control etc required for smooth implementation of O&M project. If require Authority shall provide its No Objection Certificate for procuring and maintaining such permissions only on Demand or written permission being sought by Lease Agency from the Authority.

3.5.2 The Authority undertakes to issue such No Objection Certificate on request of Lease Agency if required as per the law to get any permission/approval

3.5.3 The Authority may deny or withdraw such No Objection Certificate if the Lease Agency fails to honour its part of obligation under the Lease Agreement

3.5.4 The Authority shall hand over the entire Project Premises on "as is where is "basis to the Lessee Agency on the day of effective date or Issuance of work to Proceeded letter date.

### 3.6. Rights and Obligations of the Lessee Agency

3.6.1 The Lessee Agency shall at all times be obligated to maintain the Project Premises in good operational condition and be required to provide services of excellent quality at par with industry standards. The Lessee Agency shall at all times ensure that the project assets are operated, maintained and managed in accordance with the Operation and Maintenance Schedule provided in Scheduled 6 Minimum Operations & Maintenance Standards or slandered Industry practices.

3.6.2 The minimum Operation & Maintenance standards are given in Schedule 6. The Lessee Agency shall prepare a detailed Operation and Maintenance Plan The plan shall include the maintenance staffing and administration, dispatch procedures preventive maintenance techniques and schedules, final maintenance equipment list and other details as may be appropriate. The Lessee will submit every month the maintenance reports to the Authority as and when required by authority.

3.6.3 The Lessee Agency shall take approval from the Authority to start any other activity which is not listed in Schedule 3.

3.6.4 The Lessee shall not construct any structure on the Project premises without prior approval of Authority “Lessor”.

3.6.5 The Lessee will not alter or harm any existing structure and equipment in list Project Premises without prior approval of authority “lessor”. The indicative list of equipment and internal assets is given in Schedule 4 However before signing of the Service Agreement, the Project Premises shall be jointly surveyed by Authority representatives and Lessee for arriving at actual project assets, prior to giving right of access to the Lessee Agency at the Project Premises.

(a) On completion of the joint measurement of the Project Premises in terms of Clause mentioned above and after joint verification of Site inventory and other immovable assets on the subject site, Authority shall provide the right of access to the Agency on "as is where is basis. The right of access to the Agency shall be provided by the Effective Date Notwithstanding such right of access being provided at a later date, the Agency shall not have any claim whatsoever against Authority with respect to the condition of the Project Premises or any change in the condition of the Project Premises from the Effective Date itself.

### 3.7 Employment of personnel

3.7.1 Employment of the personnel in the project is as per the applicable Laws and Rules

### 3.8 Indemnity

3.8.1 The Lessee Agency hereby unequivocally and unconditionally undertakes to do the following acts,

(a) The Lessee shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the Lessee Agency undertakes to keep the Authority indemnified against any claims arising due to the same including but not limited to PF, Workmen Compensation ESI, CL (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.

3.8.2 The Lessee Agency undertakes to comply with all the applicable Law. Rules and regulations in respect to deployment of human resource, all required approvals with respect to project and shall be solely responsible to comply with the same. The Lessee Agency shall not make any claim whatsoever against the Authority the Lease undertakes to keep the Authority indemnified against all or any

personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Lessee Agency whether committed, omitted or arising within or without the scope of Service Agreement

3.8.3 The Lessee Agency undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events and any other linked activity is not followed. However, to avert any such tragedy or catering to such emergency situations the Lessee Agency shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.

3.8.4 The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering and handing over the Project to the Authority, expiry of this agreement or on its earlier termination, the Lessee Agency shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.

3.8.5 The Lessee Agency shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by Lessee Agency.

### 3.9. Other Mandatory Requirements/ LEASE obligations for Operationalization of Project

3.9.1 The Lessee Agency undertakes to adhere to the Lessee Requirement as per Schedule 3 during the entire LEASE Period including renewal, if any.

### 3.10 Insurance

The Lessee Agency shall at its cost and expense, purchase and maintain during the Lease Agreement Period” insurance to cover against all project assets in line of Contractor’s all risk insurance (CAR) policy.

- (a) Loss, damage or destruction of the Project Premises including project facilities and services, at replacement value:
- (b) The Lessee Agency’s general liability arising out of the LEASE Contract:

#### 3.10.1 Insurance Companies

The Lease Agency shall insure all insurable assets lying and being at comprised in the project site. Authority's equipment’s and/or the project facilities and services through, Indian insurance companies and if so, permitted by Gol, through foreign insurance companies, to the extent that insurances can be affected with them



### 3.10.2 Evidence of Insurance Cover

The LESSEE Agency shall from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications, or other satisfactory evidence of insurance) obtained by the LESSEE Agency in accordance with this Agreement.

### 3.10.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all monies received under insurance policies shall be promptly applied by the Q&M Agency/Lessee Agency towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The LESSEE Agency may designate the Authority as the loss payees under the insurance policies assign the Insurance policies in their favour as security for the Financial Assistance. The Lessee Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall after such repair or renovation or restoration or substitution be, as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

### 3.10.4 Validity of the Insurance Cover

The Lessee Agency shall pay the premium payable on such insurance policy(es) so as to keep the policies) in force and valid throughout the Agreement Period and the copies of the same to the Authority Each insurance policy that provide that the same shall not be cancelled or terminated unless 10 Days clear ratio of cancellation provided to Authority in writing if at any time the O&M Agency/Lessee fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Authority may at to option purchase and maintain such insurance, and all sums incurred by the Authority therefore shall be reimbursed by the O&M Agency/Lessee forthwith on demand failing which the same shall be recovered by the Authority by exercising right of set off or otherwise. Insurance policy will be taken in favour of Chief Executive officer, Rourkela Smart City Ltd by the Lessee Agency.

#### **Article 4: Monitoring of Project**

4.1 The designated Authority officer may undertake surprise visits to the allocated locations time to time and prepare a report of compliance of mandatory O&M requirements largely as per the format in Schedule 3.

4.2 If the Lessee is found to be in violation of any of the Mandatory Operational Requirements as mentioned in the Lease Agreement then Authority will issue a notice of non-compliance to Lessee. The notice will provide a cure period of 30 (Thirty) days from the date of issue of said notice of non-compliance to the Lessee.

4.2.1 if the Lessee is non-compliant after the end of the said cure period then Authority can issue a termination notice as per Clause 5.1.1.

4.2,2 The Lessee shall replenish in case of partial appropriation, to its original level the Performance Security and or Offset Amount, and in case of appropriation of the entire Performance Security and or Offset amount provide a fresh Performance Security and or Offset amount, as the case may be. and the Lessee Agency shall, within 30 days, replenish or furnish fresh Performance Security and or Offset amount as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

## **Article 5 : Termination and Consequences**

### **5.1 Termination**

5.1.1 The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of the section below. In such an occurrence, Authority shall give 30 (thirty) days written notice of termination to the Lessee Agency.

- (a) On breach of any conditions given in the RFP;
- (b) On completion of the LEASE period, it will be considered as Termination.
- (c) If the Lessee Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty 30(thirty) days after being notified or within any further period as Authority may have subsequently approved in writing;
- (d) If the Lessee Agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- (e) If the Lessee Agency, in the judgment of RSCL authorities has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (f) If, as the result of Force Majeure, the Lessee Agency is non-compliance of LEASE Obligations for a Cure period of not less than 30 (thirty) days;
- (g) If the Lessee Agency submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- (h) If the Lessee Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- (i) If the Lessee Agency fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- (j) If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the Lessee Agency;

- (k) If the Lessee Agency violates any norms or if it commits any particular/ similar Fault for four times, in the Project Facility, within one year of the occurrence after the first event.as mentioned in the Penalties to be charged from Lessee Agency table of Schedule 3 A.

#### 5.1.2 Termination by Mutual Agreement between the Parties.

If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.

- 5.1.3 The decision of termination shall be signed by the Authority's Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.

### 5.2 Suspension of Contract

- 5.2.2 If required by circumstance or on instruction of Authority in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.

- 5.2.3 In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.

- 5.2.4 In case of suspension of the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended and the Lessee Agency is bound to pay the Annual Fee in form of Monthly Rent in case the Authority permits the Lessee Agency to continue the service after the periodof Suspension.

### 5.3 Transfer of the Project

- 5.3.2 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

5.3.3 The transfer of the Project site and equipment's installed in it as per Schedule 4 will be handed over to the Authority by Lessee Agency in Good and running condition.

5.3.4 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Lessee Agency shall further provide such reasonable advice and assistance as the Authority; its Lessee Agency or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date .

Not earlier than 6 (six) months prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Authority shall verify, after giving due notice to the Lessee Agency of the time, date and venue of such verification, compliance by the Lessee Agency with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Lessee Agencies cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Lessee Agency at its cost.

## **Article 6 : Dispute Resolution**

### **6.1 Amicable Resolution**

6.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 6.2.1 below;

6.1.2 Either Party may require such Dispute to be referred to the Chief Executive Officer, Rourkela Smart City Limited for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.2 below.

### **6.2 Arbitration**

#### **6.2.1 Procedure**

The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

#### **6.2.2 Place of Arbitration**

The place of arbitration shall be Rourkela only and the jurisdiction of the Courts of Rourkela shall prevail.

#### **6.2.3 English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

#### **6.2.4 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1996 subject to the rights of the aggrieved parties to secure relief from any higher forum.

#### **6.2.5 Performance during Arbitration**

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

#### **6.2.6 Fees and Expense**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

### **6.3 Jurisdiction and Governing Law**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Rourkela shall have exclusive jurisdiction.

## Article 7 : Accounts & Audits

7.1 The Agency agrees and undertakes that during the subsistence of this Lessee Agreement, it shall maintain books of account recording all receipts including those on account of this project revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws in India. The said account shall, inter-alia, clearly reflect:

- Account of receipts and receivables.
  - Obligations towards contractors, Sub-Contractors, suppliers and all payments made;
  - Application of debt (if any) and application of equity fund.
- 

7.2 Chief Executive Officer, Rourkela Smart City Limited or its Authorised representative shall have the right to inspect the records of the Agency during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to Authority.

7.3 The Agency also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish to Authority its audited financial results in respect of the preceding quarter.

7.4 It is expressly agreed between the Parties hereto that for the purposes of this Article 7, if desired by Authority, it may appoint an independent auditor (herein the **“Independent Auditor” duly qualified from ICAI**) at its own cost, and the Agency shall render all necessary assistance for the audit.



## **Article 8: Miscellaneous Provisions**

### **8.1 BINDING PROVISION**

8.1.1 Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

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### **8.2 ASSIGNMENT**

8.2.1 Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favour of any Affiliate.

### **8.3 NO PARTNERSHIP**

8.3.1 Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

### **8.4 ENTIRE AGREEMENT**

8.4.1 This Agreement sets forth the entire agreement and understanding between the Parties.

### **8.5 WAIVER**

8.5.1 A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

### **8.6 NOTICES**

8.6.1 All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-

mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

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In the case of notice given to:

8.6.1.1 Authority

Chief Executive Officer, Rourkela Smart city Limited

8.6.1.2 Lessee Agency

Name .....Address ..... Name,  
Designation of Authorised Contract Person.....

## 8.7 PRIVACY OF CONTRACT

8.7.1 Only authority may enforce terms of this Agreement.

## 8.8 SEVERABILITY

8.8.1 A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or un-enforce ability of any other provision hereof.

## 8.9 REMEDIES

8.9.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

## **8.10 CAPTIONS**

8.10.1 The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

## **8.11 GENERAL**

8.11.1 This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Lessee Agency and the Authority agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE

LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

For, _____  (First Part)	_____  (Second Part)
Date: _____	Date: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Seal: _____	Seal: _____
In presence of:	
1. Signature	1. Signature
Name: _____	Name: _____

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## Schedule 1: Letter of Acceptance (LOA) to the Lessee Agency

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Letter of Acceptance (LOA) for Project of “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza )at Rourkela”.

.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

1. With reference to above captioned subject your tender has been accepted by Authority for Selection of Agency Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza )at Rourkela”. The rate quoted by you for Offset Price is Rs. \_\_\_\_\_ (In words....Rs..)
2. That as per the condition of the tender documents you shall be required to execute LEASE Agreement within 15 days from the issue of the LOA as mentioned in the RFP. Failing to which LOA shall be annulled and Bid Security shall be forfeited.
3. Therefore, you are required to deposit Banker’s Cheque /DD of financial institution permitted by the Finance deptt. Govt. of Odisha towards Performance security which is equal to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as per the provisions.
4. As a token of acceptance, you are required to return a signed copy of this LOA to Authority within 3 days of the date of issue of LOA.

Accepted by:

**Schedule 2: Format of Performance Security**  
**Not Required**

### **Schedule 3: LEASE Obligations**

The LEASE Agency shall undertake the Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Dugout Plaza )at Rourkela", its premises as mentioned below.

Boundary of the Project Premises to be handed over to the LEASE Agency for uses Operation and Maintenance is approx

**a. Details of the Project**

Table:1

Sl. No.	Floor	No. of	Size in Sqft.	Single Sqft	Total Sqft	Total Area with (Sqft)
		Shop		Shop	Shop	Shop
1	Dugout Plaza	4	19.69 x 11.61	228.60	685.8	13,690
2	Other Fixture ,Furniture ,Fittings, Landscaping and Hardscaping will be listed in presence of Both parties after execution of Lease Agreement and before of Work to Proceed date. Accordingly, Lessee will provide the maintenance plan and take Insurance for project assets.					

**Note: The Project Area is tentative and can vary at- the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.**



**A. Minimum Operation and Maintenance Obligation**

The operation and maintenance have been made in a way to ensure smooth and safe utilisation of Dugout Plaza premises at Hockey Chowk Rourkela”.., and its premises as per the provision of LEASE Agreement.

- i. The Lessee agency shall have to pay all the utility charges such as but not limited to electricity charges, water charges and other applicable charges during the entire LEASE period.
- ii. The Lessee Agency shall be responsible to follow all the terms and condition of LEASE contract with respect to operation and maintenance of project. This shall include but not limited to:
  - Operations and Maintenance of Dugout Plaza as per the permitted activity as mentioned in point (B) below and its maintenance along with Toilets, ground floor porch area, first floor open sitting area.
  - Ensure safety and security of Dugout Plaza as per good industry practice.
  - Cleaning of allotted space and management of solid wastegenerated due to operation including collection, transportation and scientific disposal at its own cost.
  - Cleaning of toilets. Deployment of staff and its management as per the provision of LEASE contract and prevailing laws of State Government.
  - Abide by all Laws/Statutes in connection with this project including Insurance.
  - Lessee Agency has to ensure no activities (other than approved and permitted by Chief Executive Officer, Rourkela Smart City Limited) takes place which can create noise.
  - Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project area.
  - Opening Hours –As per the permission from Authority.
  - Lessee Agency has to maintain RO facility in.
  - Lessee Agency will maintain the VMS facility of the premisses (always in running condition)
  - Lessee Agency will maintain up to operation level of the all-project assets.
  - In case of any damage, theft, brokage of project assets lease will replace, or make it functional as on receiving date of Project assets till handing over to authority.

- Lease has not right to sublet or give on rent the project permeases of further give on rent to the other vendor or collection of revenue form the project assets without the prior permission of Chief Executive officer of RSCL.

iii. Employment of personnel

- The Lessee Agency agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The Lessee Agency shall also comply with each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The Lessee Agency shall engage fully trained and adequately experienced staffs, who are medically fit and free from any serious diseases. The Lessee Agency shall get the medical examination of his employee once every 6 months and submit the said test report to Licensor from authorized local body or from body as may be directed by the Licensor.
- The Lessee Agency undertakes and acknowledges that Rourkela Smart City Limited shall have full rights to Test, Interview, otherwise assess or determine the quality of Lessee Agency employees/workers deputed in its premises. Rourkela Smart City Limited can direct the Lessee Agency and the Lessee Agency shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.

iv. Chief Executive Officer, Rourkela Smart City Limited will have full access and authority to the site at convenient time and to review the relevant books and papers.

v. Cleaning and Solid Waste Management

- Cleaning roster shall be maintained by Agency and provided to the authority whenever asked for.
- Agency shall ensure that the Project Facility areas are clean
- Agency shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project
- There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness

- While cleaning the Project Facilities, Agency shall make sure that the dump shall not be thrown in rest of the areas of Dugout Plaza, except any area which is designated by the Rourkela Smart City Limited authorities for such purpose.
- Agency shall follow adequate waste management and disposal methods for waste generated from Project
- Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
- No. of dustbins and specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
- The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
- The area around the dustbins should be kept clean at all times.
- Proper lighting should be available even in night.

vi. Facility operations

Agency shall follow the following timetable for routine cleaning of the Project Facility:

- ☐ **Daily Tasks:** Clean, sweep and wash floors, dust, clean (open) drains, empty dustbins
- ☐ **Weekly Tasks:** Clear cobwebs, clean doors and windows, walls,
- ☐ **Monthly Tasks:** Repairs, fumigation, water tanks.
- ☐ **Annual Tasks:** Pest eradication, contract renewals.

vii. Toilets

- Public toilets should be well maintained.
- Public toilets shall contain several of the following fixtures like, Air fresheners orodour control systems, Hand wash faucets / taps, Mirrors over sinks, Paper towels, Coat Hooks.

viii. Lessee Agency is solely responsible for any damage caused to the property/ any other public infrastructure during the contract period, he has to corrected the any damage at level of working or in time of handover.

ix. Lessee Agency shall provide the required firefighting equipment conforming to relevantstandards and the applicable rules and regulations

x. Lessee Agency has to ensure that water supply, drainage, electricity services, Variable Message Sing Board to the project facility be fully operational during the Lessee period or till handing hover to authority whichever is later.

xi. Lessee Agency has to ensure that project site remains free from all encroachments and take necessary steps to remove them.

- xii. Lessee Agency has to ensure that project site and facilities created are not defaced by any kind of writings/posters.
- xiii. Lessee Agency has to abide by Force majeure and termination related provisions as per Article-1(Definition & Interpretation).
- xiv. The Lessee Agency is also responsible for repair and replacement of damaged tiles, electrical fixture, and fittings, gates.

**B. Permissible Activity in Dugout Plaza**

Table: 3

Sl.No.	Permissible Activities
1	All Business and Commercial Activity may be performed as per location, except “list mentioned in below Para(h)” in the “Dugout Plaza” premises with Prior approval of Lessor i.e. RSCL.

**h. Activities not permitted in any case in the Project Premises**

The Lessee Agency shall not undertake following activities on the Project Site:

1. Motor Garage or any form of Automobile repairing centre is not allowed in project premise.
2. Any activities resulting into pollution to ground water
3. Any activities creating breach of urban design guidelines of Rourkela
4. Any Activities of hazardous nature to environment and the society
5. Activities resulting air and noise pollution
6. Any other Unlawful activities or any other illegal or restricted business or activity” as per Govt. of Odisha or Govt. of India.
7. The above prohibited activities are not exhaustive and can include any act or omission which is violation and against this Agreement.
8. Opening of Liquor shop/Gamble shop

#### **Schedule 4: Existing Infrastructure**

##### **INDICATIVE LIST ONLY**

01. Electrical fittings, Fixture & installation:, (Ceiling, Exhaust & Regulators etc), Lights (LED, CFL, Decorative. Lanterns & other types), Lightning Arresters, MCBs Panels and Signages etc.
02. Firefighting Equipment's: Fire extinguisher, Hooter, Hoses, Pressure Gauge, Sprinklers and Valves etc. as per Fire Safety Guidelines.
03. Sanitary Fittings: Basins, Bottle traps, Cocks, Mirrors, Pans with cistern, Soap Dispensers, Toilet paper holders and Towel rings etc.
04. Transformer: Plinth mounted 500 KVA Load at 11 KV supply with HT 3 phase.
05. Total 10 (ten ) Variable Message signboard having seven (7) locations .in Howkey chowk
06. Canopies
07. Statue of World cup

However final list will be prepared after joint inspection and Construction Contractor Completion documents as stated above.

#### **Schedule 5: Operation and Maintenance Plan & Waste Disposal plan**

*To be provided by the Lessee Agency post work to effective date or proceed by Authority and to be approved by Authority.*

## **Schedule 6: Minimum Operations & Maintenance Standards**

### **Civil Works**

#### Building Exterior and Interior

- Exterior or facade of buildings, including common facility shall be inspected and cleaned on a regular basis.
- Common areas within building like floors, lobbies, corridors, staircases, sitting chairs, washrooms and such areas etc. must be cleaned regularly to ensure cleanliness and hygiene, once a day.
- Relevant external and entire internal areas within Facility Plaza, shall be repainted and refurbished before handover of the project after the completion of LEASE Period.

### **Services**

#### Electrical

- Operate and maintain the entire Electrical System as installed from the point of receipt of power supply as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Ensure that all electric rooms, electrical equipment's in public areas are locked at all times and limited access is provided to authorized personnel only
- Ensure all cable and wire connections are insulated, clean and firm/intact.
- Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
- Check all meters periodically to ensure they are functioning and show correct readings.
- Ensure all light fittings including lamps are in proper working condition at all times vis-à-vis intensity (Lux) and spread. Further, replacements of lamps and allied fixtures in common areas are carried out promptly. Defective lamps and fixtures shall be replaced if necessary, by the Agency.
- During night time common areas should be sufficiently illuminated to ensure visibility and safety of users.
- Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each module and also maintain all earthing pits.
- To prevent overloading of electrical installations and to monitor by regular inspections

#### Water Supply and Sanitation

- To ensure steady water supply for 24-hours.

- To ensure all water supply pumps, pressure vessels and related components are maintained as specified in manuals furnished by manufacturers/original installation contractors.
- To ensure all water valves and conveyance network (pipes) operate smoothly and there are no leaks/blocks anywhere in the system.
- To ensure the potable water supply at par with WHO standards. To take samples and have water tests carried out on a regular basis at recognized labs.
- All chambers, manholes and sewer lines should have proper disposal of sludge. Regular cleaning and de-silting should be done to ensure clear passage of sewage. In case of any choking, it shall be attended promptly.
- All toilet and bathrooms fittings should be cleaned and maintained daily to ensure hygienic condition. It should also be ensured that all these fittings function properly and in case of any malfunctioning should be replaced immediately.
- To prevent any refuse or solid waste from being deposited on or in the premises (other than at the refuse collection points/bins provided for such purpose) and to arrange for its disposal daily to secondary collection centers or designated disposal site/ authorized BMC dustbins.

#### Miscellaneous

- To maintain security of the Project premises so as to ensure safety of visitors and their belongings.
- Rodents/Pest control and periodic disinfections by usage of chemicals for all areas to maintain hygiene and prevent, contain or spread of diseases. Special care should be taken during rainy/monsoon or any other season when the incidences of epidemics are more.
- To deal fairly, impartially and courteously with all complaints and enquire
- Maintenance, upkeep and replacement of all signages in common areas so as to ensure its clear visibility and efficacy.
- Adequate provision and maintenance of emergency services, which should be immediately revoked during happening of any accident or mishap.
- To provide Office Support Staff for day-to-day operation.
- To provide up-to-date Facility Maintenance records including all documents and maintenance records to the Nodal Officer/designated Engineer in Charge on a daily basis.
- To ensure general cleanliness and hygiene in the overall environment.



Complaint Management			
Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement by LEASE Agency	Immediately	2 hrs.
For Major Defects			
Item available locally	Rectification / Replacement by	Immediately	1 week
Item available domestically	external agencies (Main Contractor / Vendors / Manufacturer / Supplier)	24hrs	2weeks

**Service Level Agreement  
(Operations)**

**1. Daily services:**

**(First shift should be completed before 8:30 Am every day)**

<b>Sl. No</b>	<b>Service Level Requirement</b>	<b>Min Requirement</b>	<b>Non Compliance Limit</b>	<b>Penalty Rate (INR)</b>
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility.	1 Times/Day	1 Day	500/Day
2	Cleaning of Toilets as per defined scope of work	2 Times/Day	1 Day	500/Day
3	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Once / Day	Compulsory	1000 / Day
4	Cleaning of windows from outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	1000 / Day
5	Sweeping, wet mopping, dusting of stairs(including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000 / Day
6	Cleaning and upkeep of all Parking, service, basement and maintenance area.	Once / Day	1 day	1000 / Day

## 2. Regular Maintenance Services

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	1 Day	500/Day
2	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
<b>UG TANKS &amp; WATER SUPPLY (As per scope of work)</b>				
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	10000/15 Days
3	Chemical treatment of water for purification.	Alternate Days	4 Days	500/Day
4	Maintenance of manhole cover including replacement if found damaged or theft	Once/15 Days	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.

### SW DRAIN AND SEWAGE SYSTEM

1	Cleaning of bed properly including removing of mud, soil etc.	1 Time /Week	1 Day	5,000 / Day
2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Week	1 Day	5,000/ Day
<b>PEST CONTROL</b>				
1	Disinfestations treatment	1 Time / Fortnight	1 Day	5,000/ Day

		ly		
2	Rodent Control	1 Time / Monthly	1 Day	5,000 /on repeated non-compliance
3	Fly Control	1 Time / Monthly	1 Day	5,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	5,000 /on repeated non-compliance
<b>OTHERS</b>				
1	Repair and maintenance of sanitary fixtures,	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, streetlight poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	On alternate days	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	Immediate	Compulsory	As per twice the market rate of damaged/ theft fixture or 2000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day
7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day

<b>PATHWAY</b>				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	15,000/Day
2	Removal of water by manually stacked rainwater.	Every day before park opening time	1 Day	5,000/Day
3	Removal and making of damaged kerb-stone including plaster to provide weep-holes for water drainage.	On Alternate Days	2 Days	10,000/Week
4	Painting work of kerb stone of approved shades.	1 Times/ 6 Months	1 Month	10,000/Week
<b>Boundary Wall</b>				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	10,000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2,000/ Day whichever is higher.
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

#### **List of Consumables to be used**

The indicative list of the consumables (which may be altered as per actual requirement) to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the Lessee Agency in his proposal. The Lessee AGENCY shall use consumables of the reputed brands as per the requirement and direction of the Client. The indicative lists of consumables are as follows:

- i. Phenyl (to be used for housekeeping/cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite

- vi. Brass
- vii. (Bathroom Cleaner)
- viii. (Glass Cleaner/Colin)
- ix. (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Baygon/ Mortein Spray
- xv. Binliners
- xvi. Odonil
- xvii. Urinal Cubes
- xviii. Hand Wash Liquid
- xix. Toilet Roll Paper
- xx. Tissue Box – premier for cabin use
- xxi. Hand Towel-Tissue Paper-C- Fold
- xxii. Dettol Antiseptic

P.S - Disinfectant, sanitizers etc. are to be provided by Lessee Agency as per the State/Central guideline.