



**Request for Proposal**

**For**

**Selection of Agency for Lease of Commercial Complex at Birsa Munda  
Athletic Stadium, Rourkela, Odisha.**

**September 2024**

**ISSUED BY:**

**ROURKELA SMART CITY LIMITED  
1<sup>st</sup> Floor, RMC, City Library Udit Nagar,  
Rourkela-769 012**

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



**ROURKELA**  
**SMART CITY LTD.**

Bid Id No. RSCL/1462/2024/Dated 27/09/2024  
**NATIONAL COMPETITIVE BIDDING**  
(Lease Rental Purpose)

	Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha
Date of Invitation of Bid	30/09/2024
Pre- bid	08/10 /2024 at 12:30 Hrs.
Last date and time for receipt of bids	21 /10/2024 at 17:00 Hrs.
Last date of Physical Submission of Bid	22 /10 /2024 at 15:00 Hrs.
Time and date of opening of bids	22 /10 /2024 at 16:00 Hrs.
Place of Sale/Receiving of bids	Online mode only
Officer inviting bids	The Chief Executive Officer, Rourkela Smart City Limited, Rourkela, Odisha
Officer of Accepting bids	The General Manager(E&T), Rourkela Smart City Limited, Rourkela, Odisha

**CHECK LIST TO BE ENSURED BY THE BIDDER**

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

## CONTRACT DATA

### A. GENERAL INFORMATIONS

S. No.	Item	Detail		
1	Name of Work	Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha		
2	Employer	Rourkela Smart City Limited		
3	Employer's Representative	The Chief Executive Officer		
4	Base Lease Price (Offset price)	Rs.3,75,00,000/- (Rs. Three Crore Seventy-Five Lakhs only)		
5	Rental Rate	"Rs.8/- (Rs. eight only) Per Sqft. per month for ground floor/first floor, second floor ,Third floor" ,"Rs. 15,000/- rental fee per floor per month for (Basement & Ground /First Floor)" and "Rs,1,00,000/- per month for Terrace Floor". Rental rates will be increase by 5% after completion of subsequent two years.		
6	Approx. Rental area	S.No.	Particular	Approx. area
		a.	Basement	24,390 Sft. (approx.)
		b.	Ground Floor	31,920 Sft. (approx.)
		c.	1 <sup>st</sup> Floor	31,920 Sft. (approx.)
		d.	2 <sup>nd</sup> Floor-	24,014 Sft-(approx.)
		e.	3 <sup>rd</sup> Floor	24,014 Sft- (approx.)
		f.	Terrace Floor	23,006 Sft- (approx.)
Floor plans attached				

### B. BID INFORMATION

7	Initial lease Period	Preliminary period of 20 (twenty) years and further extendable up to 5 years based on the performance review.	
	period assigned for Completion		
8	Last Date & time of online submission of Bid	Date: 21/10/2024. Time 17:00 hours	
	Cost of RFP Document		
9	i	Bank draft amount	Rs.11,800/- Including GST
	ii	in favor of	RSCL (Smart City Mission Grant Fund)
		Type of instrument	Demand Draft (DD), Bankers' Cheque
	iii	payable at	Rourkela
10	Earnest Money Deposited		
	i	In Form of Bid Security	Rs.3,75,000/- (Rs. Three Lakhs Seventy-Five 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: 30/09/2024 to 22/10/2024 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://rnc.nic.in/">https://rnc.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: +91-8984353513 & email: <a href="mailto:rourkelascl@gmail.com">rourkelascl@gmail.com</a>	

## **Disclaimer**

This request for proposal (RFP Document or tender document or tender) for “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha” (‘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) **“Base Price”** means base “lease security” or “offset” price or **“Rs.3,75,00,000/-** (Rs. Three Crore Seventy-Five Lakhs Only)
- 4) **“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.
- 5) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender.
- 6) **“Contract”** means the Contract signed by the Parties and all the attached documents if any
- 7) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to RSCL.
- 8) **“Interest Free Security Deposit/ Performance Security/Offset Price”** 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.
- 9) **“Lessee”** means the Selected Bidder, who has executed the Lease Contract Agreement with RSCL pursuant to the conclusion of the bidding process.
- 10) **“Contract”** or **“Lease Agreement”** means the Agreement to be executed between RSCL and the selected bidder.

- 11) **“Lease Period”** means a period of 20 (twenty) years further extendable up to 5 years based on performance review.
- 12) **“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
- 13) **“Party”** means Lessee and Lessor (together they are called **“Parties”**)
- 14) **“Permits”** shall mean and include all applicable statutory, environmental, or regulatory licenses, authorization, permits, consents, approvals, registrations, and franchises from concerned authorities
- 15) **“Permitted Activities”** means the activities as approved by the Authority and mentioned in the detailed scope of work in this RFP
- 16) **“Area”** or **“Property”** or **“Location”** means premises of the Commercial Complex at Birsa Munda Athletic Stadium at Rourkela to be granted as per terms and conditions of the Contract Agreement.
- 17) **“Project”** means the Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha.
- 18) **“Re. or Rs. or INR”** means Indian Rupee.
- 19) **“RSCL”** or **“The Authority”** means Rourkela Smart City Limited (or “Employer” “Lessor” or its Successor.)
- 20) **RMC** “Rourkela Municipal Corporation”.
- 21) **“Successful Bidder”** or **“Operator”** or **“Lessee”** means the bidder who has been selected by RSCL, pursuant to the bidding process for Granting of Lease.

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

**Rourkela Smart City Limited**  
**SECTION-1**  
**INTRODUCTION**



## 1. Background

### **1.1 ABOUT ROURKELA**

Rourkela is the 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 has its own air connectivity with Bhubaneswar & Kolkata. 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 Commercial Complex at Birsa Munda Athletic Stadium**

1.1.2 Rourkela Smart City Limited has developed a Commercial Complex having Five Floors for Commercial space i.e; Basement, Ground ,1<sup>st</sup> ,2<sup>nd</sup> & 3<sup>rd</sup> floor. Out of above five floors top two floors (2<sup>nd</sup> and 3<sup>rd</sup>) will be exclusively used for commercial purpose. In the remaining three floors (basement, ground & first) the agency will have the option of using either ground floor or first floor as commercial and remaining two floors as parking. Selected bidder may use Terrace floor as (Café/banquet/party area) with temporary structure.

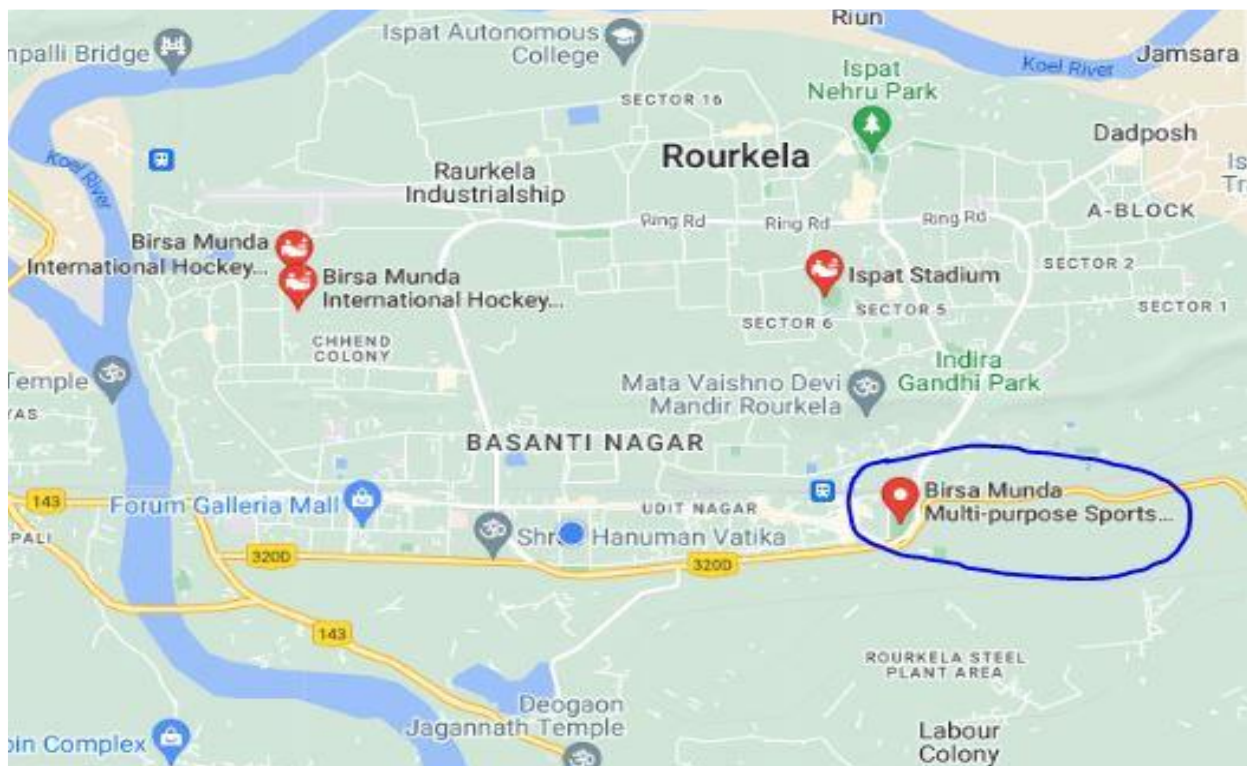
The main advantages of the Commercial Complex are: -

- Building is proximity wise and connectivity wise well located
- Since ventilation and natural lighting is well taken care off, energy consumption will be less, and building is also GRIHA certified
- Amenities duct provided to make building aesthetically good looking
- Firefighting facilities, elevator facilities from basement to 3<sup>rd</sup> floor

- Toilet facilities is available in each floor except basement.
- Parking facilities available in the Same building
- Whole campus is designed as per firefighting norms
- DG Facilities is available in the complex.

### 1.1.1B) LOCATION:

The site is 500m from Rourkela Railway Station, Intercity Bus stand about 50 m and main connecting road between RSP Plant and Residential area passes besides the building. The area is in the heart of Rourkela city.



### 1.1.1 C) PROJECT FACILITIES

- a. No. of floors -Basement, Ground,1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & Terrace Floor
- b. Area Statement-

Sl. No.	Floor	Use	Floor Area Approx.
			(in Sqft.)
1	Basement	Parking Space	24,390
2	Ground Floor & 1 <sup>st</sup> Floor	Out of these two floors one will be used for Parking Space, another one will be used for Banks, Offices of Public & Private Sector and Other Commercial Establishment	31,920 (each floor)
3	2 <sup>nd</sup> Floor	For Banks, Offices of Public & Private Sector and Other Commercial Establishment	24,014
4	3 <sup>rd</sup> Floor	For Banks, Offices of Public & Private Sector and Other Commercial Establishment	24,014
5	Terrace Floor	Café/banquet/party area	23,006

1.1.2 The selected Bidder (the “**Lessee**”) shall be responsible for Operation and Maintenance of whole Complex. As per provisions of a Lease Rental contract (the “**Lease Contract**”) to be entered between the Lessee and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Lessee shall also be responsible for the approved commercial use of the above-mentioned Commercial Complex at Birsa Munda Athletic Stadium during the Lease Period. The scope of work will broadly Commercially use of Basement, Ground ,1<sup>st</sup> ,2<sup>nd</sup> ,3<sup>rd</sup> and Terrace floor of Commercial Complex of Birsa Munda Athletic Stadium with maintenance of the entire Commercial complex along with two lift blocks of the building during the lease period, which shall be initially 20 years which can be extended up to 5year based on performance.

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

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

1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Contract Data for submission of BIDs (the “**BID Due Date**”).

1.1.6 Qualifications documents also shall be accepted in Physical mode in addition to online mode. **“Financial Bid will be accepted in Online Mode only”**.

## 1.2. Brief description of Bidding Process

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

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

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

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

1.2.4 A Bidder is required to submit, along with its BID, a BID Security of Rs. 3,75,000/- (Rupees Three Lakhs Seventy-five 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, as per guideline of Finance Deptt. Govt of Odisha. The Bidders shall submit DD, Banker's Cheque for prescribe bank "given below" by Finance Deptt. Govt. of Odisha towards cost of tender document of Rs. 11,800/- (Rupees Eleven thousand and Eight hundred only) in Authority's designated bank account and upload online payment receipt of the same. Details of regarding Bid security and tender fees has been mentioned in Contract Data.

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

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

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

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

1.2.7 Generally, the Highest Bidder shall be the selected Bidder. In case such Highest Bidder fails to submit the Originals POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, and other documents required as per clause 2.11.2 or withdraws the bid or not submitted the Performance Security and not execute the Lease Agreement, the Authority shall may call H2 and H3... to meet the H1 price or annul the Bidding Process and invite fresh BIDs. In such a case Authority may forfeit the Bid security of H1 bidder.

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- 8984353513 & 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 Commercial Spaces i.e., Basement, Ground 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & Terrace Floors of the “Commercial Complex” at Birsa Munda Athletic Stadium on lease rental basis. The details scope is in **RFP Voll-II**.
- 2.1.2 A National Bidder bidding individually or as a member of a Joint Venture shall be participated.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Lease Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority
- 2.1.4 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder should upload Power of Attorney as per the format at Appendix-II, 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 Lease pursuant to this RFP shall be subject to the terms of Bidding Documents and fulfilling the criterion as mentioned in clause 2.2.
- 2.1.11 The Bidder, including an individual or any of its Joint Venture member, should neither be a non-performing party on the date of opening of tender nor on the date of issue of

Letter of Acceptance (LOA)

**2.2 Eligibility and qualification requirements of Bidder**

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

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. Not more than 3 (three) members. The term Bidder used herein would apply to both a single entity and a Joint Venture,
- (b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause above
- (c) A Bidder shall not have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another

- Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
- (vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

### **2.2.2 Qualification Requirements along with Responsibility and Instruction of the Bidders**

1. The bidder(s) should be an Income Tax Assesses (s) with PAN No. and his/her/it Income Tax returns must be up to date.
2. The Bidder should have minimum average annual turnover for last (3) three years—amounting to Rs. 5,00,00,000/- (Rs. Five Crore Only)
3. There should not be any damage to the asset. In case of any damage to the asset, the security amount will be forfeited.
4. There should not be any alteration/ modification made in the asset without permission of the authority.
5. The asset is to be maintained properly as per standard Industrial practices. RSCL officials will verify the maintenance regularly and the instructions and suggestions of RSCL officials is to be followed.
6. The monthly rent fixed of “Rs.8/-Per sqft (Rs. Eight Per Sqft.) per month for ground floor/first floor ,second floor ,Third floor” ,“Rs. 15,000/- rental fee per floor per month for (Basement & Ground /First Floor” and “Rs,1,00,000/- per month for Terrace Floor”) during lease period is to be deposited in the RSCL by 5<sup>th</sup> of succeeding month. In case of delay in depositing the rent amount the security will be forfeited.
7. The RSCL reserves the right to cancel the lease at any point of time without assigning any reason thereof.
8. The RSCL reserves the right to cancel the tender at any point of time without assigning any reason.
9. The Base Offset price or Base price fixed for of Commercial Complex is Rs.3,75,00,000/- (Rs. Three Crore Seventy-five lakhs only)
10. Lease rent will increase by 5% each subsequent two years block (after 2 years).
11. The Lessee can be sublease or sublet the project premises for Operation purposes with prior approval of Authority

### **2.3 Proprietary data**

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



## 2.4 Cost of Bidding

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

## 2.5 Site visit and verification of information

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

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

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

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

## 2.6 Verification and Disqualification

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

2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:  
a) at any time, a material misrepresentation is made or uncovered, or  
b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.  
Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

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

## B. DOCUMENTS

### 2.7 Contents of the RFP

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

#### PART-1

##### **Invitation for BID s**

Section -1. Introductions

Section-2. Instructions to Bidders

Section-3. Evaluation of BIDs

Section-4. Agreement Clause

Section-5. Banned or Delisted Bidder

Section-6. Method for Submitting Tenders

Section-7. Shortlisting Method

#### Appendices

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

1B. Letter comprising the Financial BID

#### II. BID Security

- III. Power of Attorney for signing of BID
- IV. Power of Attorney for Lead Member of Joint Venture
- V. Joint Bidding Agreement for Joint Venture

VI. Deleted Format of LOA

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

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

## **2.8. Clarifications**

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the BID Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.9 Amendment of RFP**

2.9.1 At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be hosted on the RMC's website (<https://rmc.nic.in/>), RSCL's e-Tendering Portal (<https://tendersodisha.gov.in/nicgep/app>) only.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Format and Signing of BID**

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects. However, Bid Security, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, and, if any shall be submitted physically in original by the Highest

Bidder (including all of its joint venture members) before issuance of Letter of Acceptance (LOA) by the Authority. Highest Bidder (including all of its Joint Venture Members) failing to submit the original documents required as per above shall be unconditionally debarred from bidding in RSCL, RMC & GOO as per OPWD Rule.

2.10.2 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

## **2.11 Documents comprising Technical and Financial BID**

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

### **Technical Bid**

- a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I-IV and supporting certificates / documents.
- b) Power of Attorney for signing the BID as per the format at Appendix-II if required. (Natural person for himself will not require)
- c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-III ;
- d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-IV.
- e) BID Security of Rs.3,75,000/- (Rupees Three Lakhs Seventy-five thousand only) in the form of Account Payee Demand Draft/ Banker's Cheque in the format at Appendix-II from a Scheduled Banks given below as per Annex III of Appendix-1;
- f) Tender document fees Rs.11,800/- in form of DD, Banker's Cheque. In favor of CEO Rourkela Smart city or Smart City Grant Fund Rourkela Smart City Ltd. Payable at Rourkela
- g) Deleted
- h) Declaration Regarding Clean Track Record
- i) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by RSCL and amendments uploaded, if any; and to all terms mentioned in lease agreements attached.
- j) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 3 (three)years (If not a Natural Person); and
- k) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and

**Financial Bid**

- 1) Appendix-IB (Letter comprising the Financial Bid) shall be only submitted online through <https://tendersodisha.gov.in/nicgep/appin> on or before 17:00 Hrs IST on 21.10.2024

**(Note: Financial bid will acceptable only in online mode) incase submission found in other mode bid will be treated as non-responsive.**

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

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

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

## SECTION-3

### Eligibility Criteria

## EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

### 3.1 Evaluation of Technical Bids

**3.1.1** The Authority shall open the BIDs received online after 16:00 hours IST on 22.10 .2024 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 have above documents)
2	Average annual turnover of the bidder during last (3) three years shall be at least Rs. 5.00 Cr. ( Five crore Lakhs) .	Chartered Accountant Certificate with UDIN, Copy of Audited financial statements of last three (3) years/ Income tax return of last three (3) years 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 not have been barred/ blacklisted by the Central Government, any State Government, a statutory authority or a public-sector undertaking.	Relevant supporting documents
4	Bidder to have minimum Net worth of Rs.5.00 Cr.	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)

#### **4. AGREEMENT CLAUSE**

4.1 An Agreement would be signed between RSCL and the H1 bidder. As per the draft lease agreement attached

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

4.3 The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings under the RFP for the project “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha.”:

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

#### **6. METHOD FOR SUBMITTING TENDERS:**

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

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

- Documentary enclosures as specified under Para 3 (Submission of Requisite Documents) above.
- Declaration as per Point 5 (Banned or Delisted Bidder) above.
- The cover should be closed & sealed and superscribed as “Physical Technical Bid for Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha.” and should also contain the name and address of the bidder on the cover. **No price sensitive/financial details should be disclosed in this physical cover by the bidder.**

• **Second Cover** – Tender fees Rs.11,800/- (in form of DD and Bid Security (Rs.3,75,000/- in form of TDR, FDR, from approved banks of Fin. Deptt. Govt. of Odisha “mentioned in Annex III)

• **Third Cover** - Both the first and second cover should be placed in the third cover and should be superscribed as “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha, Odisha”.

• **“B” Financial Bid Cover** – The Financial bid must be submitted in bidding excel format given in tender Odisha **only online mode** (Complete Commercial Complex along with Terrace Floor). 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: 21/10/2024 at 17:00 PM.
- Technical Bids will be opened at above address on or after 22/10/2024,16:00PM 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) The Authority shall open the BIDs received online till 17:00 hours IST on 21.10.2024, at the place specified in RFP; and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- b) The Authority shall open the BIDs received online till 16:00 hours IST on 22.10.2024, at the place specified in RFP; and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- c) To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this RFP. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- d) If a Bidder does not provide clarifications sought under above Clause within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

### B. **Test of responsiveness**

- (i) As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if;
  - (a) Technical BID is received online or offline as per the format at Appendix -1A including
  - (b) Technical Bid is accompanied by the BID security as specified in RFP
  - (c) Technical Bid is accompanied by the Tender fees Rs.11,800/- as specified in RFP
  - (d) Technical Bid does not contain any condition or qualification; and



- (ii) The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.
- (iii) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- (iv) After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### **C. Opening and Evaluation of Financial Bids**

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

### **D. Selection of Bidder**

- (i) Subject to the provisions of Clause 2 the Bidder whose BID is adjudged as responsive in terms of Clause 7. The bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder:
- (ii) Among all the responsive bidder, the Highest bidder will be termed as H1. the Lease will be awarded to H1.
- (iii) In the event that two or more Bidders quote the same BID Price (the "Tie BIDs"), the Authority shall identify the Selected Bidder by transparent lottery system, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- (iv) In the event that the Highest Bidder is not selected for any reason the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- (v) After selection, a Letter of Acceptance (the "LOA") shall be issued in the format set forth in RFP, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the

duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOA

(vi) After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security (offset Price) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in RFP. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

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

#### **E. Contacts during BID Evaluation**

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

#### **F. Correspondence with Bidder**

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

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

### **8. OTHER TERMS AND CONDITIONS:**

a) Bidder(s) should ensure that his bid is received by the RSCL before the date and time specified and no consideration whatsoever shall be given for postal or any kind of delay. Bids received after the specified date and time are liable to be rejected and the decision is at the sole discretion of the RSCL.

b) RSCL reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof and also reserves the right to place the order to any technically suitable Bidder/s.

c) RSCL is not bound to accept the highest or any or all the bids and will not be required to give any reason for rejecting any bid. If an offer is not as per the requirements decided by RSCL, the RSCL may reject that offer even if it is the H-1 offer.

d) Only unconditional bids will be accepted. Any conditional bid will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should load the Financial Bid (Part II online mode) of this document appropriately and should not put any condition in his bid.

e) RSCL decision on selection of the prospective offer is final.

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

g) Period of Lease: RSCL shall provide the premises on lease for a period of 20 (Twenty) years under a single lease agreement and the same may be extended up to 5 years on the basis of performance. For the purpose of payment of rent, the bidder has to pay the rent of fixed of “Rs.8/- Per sqft (Rs. Eight Per Sqft) per month for ground floor/first floor ,second floor ,Third floor” ,“Rs. 15,000/- rental fee per floor per month for (Basement & Ground /First Floor” and “Rs,1,00,000/- per month for Terrace Floor) **till the Lease period.**

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

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

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

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

k) **Termination of the Lease agreement:** The lease agreement can be terminated by RSCL ONLY during the total period (20 years or extended upgraded period i.e. 5 years if any) of the lease agreement at any point of time. The Lessee cannot terminate the lease agreement without prior intimation to RSCL.

l) **Payment of Monthly rent to RSCL:** The rent would be paid on or before the 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., 20 (Twenty) years or “extended year if any up to 5 years” without any interest the condition that the asset is intact as it was during the signing of the lease agreement.

n) **Execution of the lease Documents:** Post the finalization of the successful bidder, lease deed as per the RSCL’s Standard lease format (Copy attached) shall be executed.

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

Letter No.

Dated:

To,

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

Sub: RFP for “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha”.

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.<sup>i</sup>
6. I/ We certify that in the last five years have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and Seal of Bidder

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

**Appendix- 1B**  
**Letter comprising the Financial BID**

*(Proforma for Financial Bid)*

*Date:*

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

Name of the Project: Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha.

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. 20 (Twenty) years or extendable up to maximum 5(five) years therein in conformity with the said bid documents for the or such other sum as may be ascertained in accordance with the said Bid documents. **(Financial figure must be fill in online Mode only)**

Sl. No.	Description	Amount (in INR)
I	One-time Offset Price (must be above the base Price for Lease of Commercial Complex along with Terrace Floor of Birsa Munda Athletic Stadium, Rourkela, Odisha., “Base price for @Rs.3,75,00,000 /- (Rs. Three Crore and Seventy five Lakhs only) .	INR _____ *# (in figures) (Rupees _____ only) (in words) (Exclusive of all taxes, Charges and GST)
<b>Note:</b> Less than Rs.3,75,00,000 /- (Rs. Three Crore Seventy-five lakhs only) will be not acceptable.		



- 2- We undertake, if our Bid is accepted, to execute the lease agreement within fifteen (15) days of receipt of the order to commence (LOA), and submit the Offset price comprised as mentioned in the bid hereto before the execution of lease agreement.
- 3- If our Bid is accepted, we will furnish Performance Security (ies) in the form of an **DD/Banker's check and other financial instrument (accepted by authority)** to be jointly and severally bound on us, in accordance with the Conditions of Agreement.
- 4- We agree to abide by this Bid for the period of Ninety (90) days from the last date fixed for Bid Submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5- We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any person other than the person authorized by the Authority or use such information in any manner prejudicial to the safety and integrity of the works.
- 6- Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.
- 7- We understand that you are not bound to accept the Highest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20---

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized \*\*

To sign Bid for and on behalf of

\_\_\_\_\_  
(In block capital letters)

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature of Witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(a) Name:

(b) Date of incorporation (Date of Birth in case of Natural Person):

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business or Date of Birth in case of Individual:

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

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

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

### **4. Particulars of the Authorized Signatory of the Bidder:**

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

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

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government/RMC, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due 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	Net Worth
	2023-24	2022-23	2021-22		
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
Total					

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

### Instructions:

1. The Bidder shall attach copies of the balance sheets, Profit and Lost Statements, 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.
  - b) be audited by a statutory auditor/charted accountant.
  - c) be complete, including all notes to the financial statements; and
  - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - e) Income Tax Return for last three years in case of Natural person along with Chartered Accountant Certificate or Audited annual reports.

- f) Net worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
  
- g) The Bidder shall provide an Auditor's Certificate specifying the net worth and turnover of the Bidder and specifying the methodology adopted for calculating such net worth and turnover in accordance with the RFP.

**Annex-III**

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

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

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

<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

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

<b>Private Sector Bank</b>		<b>Small Finance Bank</b>	
18	Indusland Bank	19	Suryodaya SFB

**Annexure IV**

(To be Submitted along with Technical Bid)

**Declaration Regarding Clean Track Record**

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

Date:

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

**Declaration Regarding Clean Track Record**

RFP No: \_\_\_\_\_ dated

Dear sir,

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

Thanking you, Yours sincerely,

For Bidder

(Authorised Signatory)

Name, Address designation

Date:

Place:

**APPENDIX II**

**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 -" Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha." (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 he 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-III**

**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 “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha”. (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.....**

<b>For .....</b> <b>(Signature)</b> ..... <b>(Name &amp; Title)</b>	<b>For .....</b> <b>(Signature)</b> ..... <b>(Name &amp; Title)</b>	<b>For .....</b> <b>(Signature)</b> ..... <b>(Name &amp; Title)</b>
--	--	--

**(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 IV

### Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

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

#### AMONGST

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

#### AND

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

#### AND

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

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

#### WHEREAS,

- (A) THE Rourkela Smart City Limited, established as a SPV of , Government of Odisha under the, represented by its Chief Executive officer and having its principal offices at Udit Nagar Rourkela-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 Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha. (the “**Project**”) through a Lease rental Agreement.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

#### NOW IT IS HEREBY AGREED as follows:

##### 1. Definitions and Interpretations

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

## **2. Joint Venture**

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

## **3. Covenants**

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

## **4. Role of the Parties**

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

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

## **5. Joint and Several Liability**

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

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

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

First Party:

Second Party:

{Third Party: }

Further, the Lead Member shall itself perform at least 51 (fifty one) per cent of the total area length of the Commercial space 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-V

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

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

To,

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

Sub: BID for Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha.

Dear Sir,

With reference to your RFP document dated \*\*\* \*\*\$, I/we, having examined the Bidding Documents & Lease Agreement and understood their contents, hereby undertake and confirm as follows:  
I/We Agree to all terms and conditions mentioned in above documents

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

Yours

faithfully,

Date:

(Signature of the Authorised signatory)

Place:  
signatory)

(Name and designation of the of the Authorised

Name and seal of Bidder/Each  
Member of joint Venture

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

## PROCEDURE UNDER E-TENDERING

### INSTRUCTIONS TO APPLICANTS

#### DEFINITIONS:

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

#### 1. PARTICIPATION IN BID:

##### 1.1 PORTAL REGISTRATION:

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

1.2 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

1.3 Any third party/company/person under a service contract for operation of e- Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

#### 2. LOGGING TO THE PORTAL:

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

authenticates the login process for use of portal.

### 3. DOWNLOADING OF BID:

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

### 4. CLARIFICATION ON BID:

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

### 5. PREPARATION & SUBMISSION OF BID

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

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

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

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

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

5.2(A) above on the Tender Portal in designated locations of Technical Proposal and Price Bid(BOQ) before 17:00 hours Indian Standard Time on the Application due date i.e. on 21/ 10/2024.

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

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

5.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.

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

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

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

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

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

5.11 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush

and failure in the network.

- 5.12 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 5.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Price Bid (BOQ) duly filled in.
- 5.14 The Bidder will not be able to submit his bid after expire of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

#### 6. SIGNING OF BID:

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

#### 7. SECURITY OF BID SUBMISSION:

- 7.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 7.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

#### 8. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.
- 8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

#### 9 OPENING OF THE BID:

- 9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 9.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 9.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 9.5 Combined bid security for more than one work is not acceptable.

#### 10. EVALUATION OF BIDS:

- 10.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing--- nos of pages".
- 10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.
- 10.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

- 10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 10.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 10.8 At the time of opening of “Price Bid (BOQ)”, bidders whose technical bids were found responsive and qualified will be opened.
- 10.9 The responsive bidders’ name bid prices will be announced.
- 10.10 Procurement Officer-Openers shall sign on each page of the downloaded Price Bid (BOQ).
- 10.11 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.
- 10.13 The H-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

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<sup>i</sup> The Applicant must read all the instructions in the BID and submit the same accordingly

Rourkela Smart City Ltd

Request for Proposal Voll-II



**DRAFT LEASE AGREEMENT**

**FOR**

**Selection of Agency for Lease of Commercial Complex at Birsa Munda  
Athletic Stadium, Rourkela, Odisha.**

**BID DOCUMENT**

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

**September 2024**

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**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 PARTY "Lessor"**:

AND

\_\_\_\_\_ [insert name of the Agency), a company organized, Incorporated, registered and existing under the Indian Companies Act, 2013 or 1956/ 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 PARTY "Lessee"**:

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 " Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha ".
- 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)

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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, preliminary period of 20 (fifteen) years and further extendable up to 5 years based on the performance review. ("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 Lease Agreement 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. \_\_\_\_\_ (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 Lessee Agency and has accordingly agreed to enter into this Lease Rental Agreement with the Lessee Agency for RFP for "*Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha*" on LEASE Agreement 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 "**LEASE Fee or Rent**" "Rs.8/- (Rs. eight only) Per Sqft. per month for ground floor/first floor, second floor, Third floor" , "Rs. 15,000/- rental fee per floor per month for (Basement & Ground /First Floor" and "Rs,1,00,000/- per month for Terrace Floor". Rental rates will be increase by 5% after completion of subsequent two years.

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.

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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 entity 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.

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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**" Offset 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 Agreement or Termination of Agreement leaving after adjusting of any penalty or rent, tax or another due with lessor "Authority" if pending. It will be refunded to lessee "Bidder" without any interest within 3 months.

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 "Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha, Odisha".

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:

- i. 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.
- ii. words importing the singular include the plural and vice versa.
- iii. words "it" or a gender include any gender,
- iv. 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.

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- v. 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;
  - vi. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document.
  - vii. a reference to a party to any document includes that party's successors and permitted assigns.
  - viii. a 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 Agreement**

2.1.1 The Lessee hereby states and undertakes to have inspected the entire “Assets” of Commercial Complex e i.e. “Basement, Ground, 1<sup>st</sup> , 2<sup>nd</sup> and 3<sup>rd</sup> & Terrace floors” of Birsa Munda Athletic Stadium, Rourkela, Odisha. 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 Commercial Complex 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 Agreement would be to make insurance of the project facilities & equipment within 30 (Thirty) 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 or Work to Processed date”.

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

For due 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, which will be the 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 will be equal to “offset price” of H1 Bidder.

2.2.1 In case of any penalty or of payment of Lessee such as bill, dues, will pay 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 60 days from deduction from Performance

Security, after 60days Authority may terminate the Lease Agreement due to this reason and forfeit the Performance Security.

The above security shall be returned after completion of lease period or after termination of Lease agreement. No interest is payable on this deposit. Deduction if any due as per terms of Agreement to be made at time of release of security.

### **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 Agreement after adjusting any penalty or rent, tax or other dues if pending. It will be refunded to lessee "Bidder" without any interest.

### **Article 3: The LEASE Agreement**

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 Agreement and demises on "as is where is basis" unto the Second Party under the terms and conditions of RFP and this Agreement 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 "Complete Commercial Complex premises , electrical fixture fitting ,electrical rooms, Both Lifts, Staircases , Pathway, landscaping, hardscaping's ,toilet blocks and all other project assets fixed in Commercial Complex i.e. Basement .Ground floor,1<sup>st</sup> Floor, 2<sup>nd</sup> Floor , 3<sup>rd</sup> & Terrace Floor" and its premises as defined in the Schedule 2 The Lessee shall Operate and Manage the Project Premises as per the provisions of Schedule 2.

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 Agreement shall be effective from the Effective Date as defined above and shall allow the Lessee the use of Project Premises for a term of 20 (twenty) years beginning from Effective Date i.e "Work to Proceeds date" thereafter subject to satisfactory performance of lessee it may be extended Up to 5 years. The Lessee Agency hereby accepts the LEASE Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.



### 3.4 LEASE Fee.

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

3.4.2 The LEASE Agency has to pay LEASE Fee/Rent to the Authority as per lease agreement on or before 5<sup>th</sup> of the each month in advance start from effective date or work to proceed date fall which month to till 240<sup>th</sup> month of Lease Agreement without default 'except extended period if any';

The LEASE Fee-Rental shall be paid to the Lessor "Authority" by RTGS/ NEFT/Account Payee Cheque. The monthly payment will be (LEASE Fees/Rent paid by bidder H1 Bidder) will be Rs.8/- (Rs. eight only) Per Sqft. per month for ground floor/first floor, second floor ,Third floor" ,"Rs. 15,000/- rental fee per floor per month for "Parking Floor" and "Rs,1,00,000/- per month for Terrace Floor". Rent rates will be increase by 5% after completion of subsequent two years . The LEASE Fee-Rent due shall be paid to the Authority for each month till the closing of the LEASE Agreement monthly by the Lessee. The above rent rates are excluding all taxes.

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 Agreement permits the Lessee to start Operation and Maintenance as per Schedule 2 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 "Agency" 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

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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 Lessee 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 Lessee 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.

3.5.5 RSCL can cancel the lease only after giving due notice of minimum 1 (one) month after giving proper reasons.

3.5.6 RSCL can take over the parking floors utilisation rights from Lessee Agency in case of any National level Match will be played in Birsa Munda Athletic Stadium, Rourkela, Odisha with prior intimation of 15 days for 7 days for each event.

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

3.6.1 Lessee Agency will use the space only for approved Commercial activity as per Lease agreement, and applicable laws. Lessee may sublease any part of the Lease out area for subletting or any kind of rental purpose after prior approval of RSCL. The Lessee shall take prior permission from the authority “Lessor” before installation of name branding in outer façade and roof top of the Commercial Complex.

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3.6.1.1 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 always ensure that the project assets are operational in accordance with the Operation and Maintenance Schedule provided in Scheduled 6, and standard Industry practices.

3.6.1.2 The Lessee will Pay lessee rent each month as per Lease Agreement in case of any default authority may adjust that very month rent from submitted Performance Security. In case of consecutive default of two month rent due date i.e. “5<sup>th</sup> of Month” Lessor may terminate the Lessee Agreement and forfeit the Performance Security (offset price). Lessee replenish the Performance Security or Offset amount within 60days of 1<sup>st</sup> default or aforesaid falling with interest of “SBI Base Rate +3%”. In case of lessee does not replenish performance security within 60days, Authority shall be entitled to terminate this Agreement

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 2.

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.

3.6.6 The Lessee shall take prior permission from the authority “Lessor” before installation of name branding in outer façade and roof top of the Commercial Complex.

3.6.7. In case of Termination due to Lessee default Lessor may deduct 6 (six) months’ rent from the

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**“Offset price”.**

(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.

3.6.8. Refundable security deposit will be refunded to the lessee with 3 months from the date of termination or completion of the lease period without any interest.

3.6.9 Lessee will get reduction in rent payable in case of any National Level match the period RSCL has utilise of parking floors on proportion basis.

**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 in duding but not limited to performance Security (PS), 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

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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 2 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 for Value Rs.50.00 Cr (Rs. Fifty Cr.) 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 Agreement:

#### 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, up to the project assets.

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### 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 or building or rebuilding of the Project Assiettes, 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 or building or rebuilding to the extent possible in such manner that the Project assets, Facilities and Services or any part thereof, shall after such repair or renovation or restoration or substitution or building or rebuilding be, as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

In the event of the insurance company refusing to pay the claim arising out of the loss aforesaid on the ground that the fire was intentionally or wilfully caused by the lessee agency / 2nd party or his agents, the lessee agency / 2nd party shall be liable for and compensate the lessor / Rourkela Smart City Limited on account of the loss or damage caused to the said buildings, Project “assets, services,”.

### 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 2.

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 Agreement, terminate this Agreement 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 Agreement, 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 Agreement.
- (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 Agreement, 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



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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 2 A.

## 5.2 Suspension of Agreement

- 5.2.2 If required by circumstance or on instruction of Authority in writing, the Agreement 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 Agreement, 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 Lease Fee or rent in form of Monthly Rent in case the Authority permits the Lessee Agency to continue the service after the period of 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 3 will be handed over to the Authority by Lessee Agency in Good and running condition except natural wear and tear.
- 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 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**

All disputes, difference, claims and questions whatsoever arising out of this agreement between Rourkela Smart City Limited & lessee agency or their representatives and or assigns on the one hand and the lessee agency on the other hand touching and concerning these presents or anything herein contained or in anyway relating to or arising from these presents shall be referred to a sole arbitrator to be appointed by Rourkela Smart City Limited. The arbitrator shall have summary powers the award of such arbitrator, so appointed shall be final and binding on both the parties to this agreement. Such arbitration proceeding will be at Rourkela. The cost and expenses of arbitration proceeding shall be borne by the 2nd party / lessee agency.

#### 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 Language - English

The request/notice for arbitration, the answer to the request /notice, 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 provision 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 Expenses

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 settled by the arbitrator.

### 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.

### 6.4 Appointment of Arbitrator: - Chief Executive Officer, Rourkela Smart City Limited Shall appoint an Arbitrator on receipt of request/notice as per law

**Article 7: 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.

**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.

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 Agreement Person.....

**8.7 PRIVITY OF AGREEMENT**

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:

**Schedules**

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

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Letter of Acceptance (LOA) for Project of “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha”.

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

1. With reference to above captioned subject your tender has been accepted by Authority for “Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha”. 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:

(Authorised Representative)

Name , Designation, Signature

Date:

Place

### Schedule 2: LEASE Obligations

The Lessee Agency shall undertake the Selection of Agency for Lease of Commercial Complex at Birsa Munda Athletic Stadium, Rourkela, Odisha”. its premises as mentioned below.

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

**a. Details of the Project**

Table:1

Sl. No.	Floor	No. of	Size in Sqft.
1	Basement	A	24,390
2	Ground Floor	B	31,920
3	1 <sup>st</sup> Floor	C	31,920
4	2 <sup>nd</sup> Floor	D	24,014
5	3 <sup>rd</sup> Floor	E	24,014
6	Terrace Floor	F	23,006
Other Fixture, Furniture, Fittings, lifts and staircase, Landscaping and Hardscaping will be listed in presence of Both parties after execution of Lease Agreement and before 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.**



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**A. Minimum Operation and Maintenance Obligation**

The operation and maintenance have been made in a way to ensure smooth and safe utilisation of Complete Commercial Complex”, and its attached assets 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 Agreement with respect to operation and maintenance of project. This shall include but not limited to:
    - Operations and Maintenance of Basement, Ground floor, 1<sup>st</sup> floor, 2<sup>nd</sup>, 3<sup>rd</sup> and Terrace Floor of Commercial Complex including Lifts Block 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 Complete Commercial Complex including lifts block as per good industry practices.
    - 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 Agreement 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 already installed DG (625 KV) facility given for the Commercial Complex.
    - Lessee Agency will maintain up to operation level of the all-project assets.
    - In case of any damage, theft, brokage of project assets lessee will replace, or make it functional as on receiving date of Project assets till handing over to authority.
    - Lessee has not right to Sub lease or give on rent the project premises or project assets further to any party or venders and collect revenue from them, the
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- project assets without the prior permission of Chief Executive officer of RSCL.
- Lessee agency has to maintain Elevator (4 Nos) Provided in the building with 8-person capacity each.
  - There should be proper security arrangement at the premises.
  - Supply of adequate portable water round the clock should be available at the premises.
- 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 Agreement 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 roaster shall be maintained by Agency and provided to the authority whenever asked for.
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- 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 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 Birsa Munda Athletic Statom Premises, 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.
- Both the Left Blocks should be duly clean ,Operation along with Safety certification.
- Staircase must be neat and cleans all the time with appropriate lighting

vi. Facility operations

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

- Daily Tasks:** Clean, sweep and wash floors, staircases, left block, dust, clean (open) drains, emptydustbins
- Weekly Tasks:** Clear cobwebs, clean doors and windows, walls,
- Monthly Tasks:** Repairs, fumigation, disinfection in water tanks
- Annual Tasks:** Cleaning of water tanks, Pest eradication, Agreement 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 Agreement period, he has to corrected/replace the~~



any damage at level of working or in time of handover.

- ix. Lessee Agency shall provide the required firefighting equipment conforming to relevant standards and the applicable rules and regulations
- x. Lessee Agency has to ensure that water supply, drainage, electricity services, lifts will 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 Basement ,Ground Floor,1<sup>st</sup> ,2<sup>nd</sup> ,3<sup>rd</sup> , Terrace Floor of Commercial Complex**

Table: 3

Sl. No.	Floor	Permissible Activities	Floor Area Approx.
			(in Sqft.)
1	Basement	Parking Space	24,390
2	Ground Floor & 1st Floor	Out of these two floors one will be used for Parking Space, another one will be used for Banks, Offices of Public & Private Sector and Other Commercial Establishment	31,920 each floor
3	2 <sup>nd</sup> Floor	For Banks, Offices of Public & Private Sector and Other Commercial Establishment	24,014
4	3 <sup>rd</sup> Floor	For Banks, Offices of Public & Private Sector and Other Commercial Establishment	24,014
5	Terrace Floor	Café/banquet/party area	23,006

**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

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/ Gambling shop/Selling of in toxic materials drug.

9. Any other actively prohibited by Rourkela Municipal Corporation, Rourkela Development Authority Govt. of Odisha as well as Govt. of India.

**Schedule 3: Existing Infrastructure****INDICATIVE LIST ONLY**

01. Electrical fittings, Fixture & installation: (Ceiling, Exhaust & Regulators etc), Lights (LED, CFL,Decorative. Lanterns & other types), Lightening 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. Elevator (4 nos with 8-person capacity each.)
05. DG Set ( 625 KV)

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

**Schedule 4:**

**Operation and Maintenance Plan**

*To be provided by the Lessee Agency before effective date or “Work to proceed” and Same Will have been be approved by Authority.*

### Service Level Agreement (Operations)

#### 1. Daily services:

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

Sl. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
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 Commercial Complex 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.

<b>SW DRAIN AND SEWAGE SYSTEM</b>				
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 ly	1 Day	5,000/ Day
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 / Fortnight ly	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 andlavatories 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 perdirection 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'sand fixtures if required.	Immediate	Compulsory	As per twice the market rate of damaged/ theftfixture or 2000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and allmain and sub panels includingreplacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day
7	Regular maintenance ofplumbing 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.