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ଓଡ଼ିଶା ସରକାର
ପର୍ଯ୍ୟଟନ ବିଭାଗ



ଓଡ଼ିଶା ପର୍ଯ୍ୟଟନ
ପର୍ଯ୍ୟଟନ ଭବନ, ଲୁଇସ ରୋଡ୍,
ଭୁବନେଶ୍ୱର-୭୫୧୦୧୪

Government of Odisha
Tourism Department

No. 3682 / TSM, Bhubaneswar, Dated 21-03-23
TCT-COOD-MISC-0034-2022

**REQUEST FOR PROPOSAL FOR LEASING-CUM-DEVELOPMENT/ UPGRADATION,
OPERATION & MANAGEMENT OF TOURISM PROPERTIES OF DEPARTMENT OF
TOURISM, GOVERNMENT OF ODISHA**

Department of Tourism (DoT) invites proposals from prospective applicant(s) for leasing-cum-development / upgradation, operation & management of tourism properties of Department of Tourism, Odisha in accordance with the conditions and manner prescribed in the Request for Proposal (RFP) document.

The Proposals should be submitted by interested parties to the Director Tourism, Paryatan Bhawan Lewis Road, Bhubaneswar-751014 on or before 20.04.2023 upto 15:00 Hrs. The detail terms of RFP may be downloaded from our website: <https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html>.


Director, Tourism

**Government of Odisha
Department of Tourism**



**REQUEST FOR PROPOSAL
FOR
LEASING-CUM-DEVELOPMENT/ UPGRADATION,
OPERATION & MANAGEMENT OF TOURISM
PROPERTIES OF DEPARTMENT OF TOURISM,
GOVERNMENT OF ODISHA**

**RFP No. - 3682
Date – 21 March 2023**

Department of Tourism
Paryatan Bhawan, Lewis Road, Bhubaneswar, Odisha751014
Phone: (0674) 243 2177 | Fax: (0674) – 243 0887
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DISCLAIMER

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

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

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

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

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

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

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

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Schedule of Bidding Process

Department of Tourism, Govt. of Odisha (“DoT”) invites proposals from prospective bidders for Lease-cum-development/Upgradation, Operation & Maintenance of Tourism Accommodation Units/ Tourism Properties under Department of Tourism (DoT) namely Panthanivas Paradeep, Panthanivas Keonjhar, Yatrivas Satapada, Yatrivas Konark (part), TRC Gopalpur and BN Palace Paralakhemundi located in different parts of state of Odisha on Public Private Partnership (PPP) basis in accordance with the conditions and manner prescribed in this RFP document.

Prospective bidders are advised to carefully study the RFP document available at <https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html.html> and visit the properties listed in this RFP, before submitting their proposals in response to the RFP.

Table 1: Important Dates and Information

Sl.	Information	Details
1.	Date of Issue of RFP Document	21/03/2023
2.	Site Visit	22/03/2023 to 03/04/2023
3.	Last date for submission of written/online queries for clarification	04/04/2023 up to 17:00 Hrs.
4.	Pre-Bid Meeting	05/04/2023, 16:00 Hrs.
5.	Last date of proposal submission	20/04/2023, 15:00 Hrs.
6.	Technical Bid Opening	20/04/2023, 16:00 Hrs.
7.	Technical Presentation	To be intimated later
8.	Financial Bid Opening	To be intimated later

1. Introduction

1.1. Department of Tourism, Government of Odisha (hereinafter referred to as “DoT” or “Lessor”) owns accommodation units/ tourism properties under Department of Tourism (DoT) namely Panthanivas Paradeep, Panthanivas Keonjhar, Yatrivas Satapada, Yatrivas Konark (part), TRC Gopalpur, and BN Palace Paralakhemundi located in different parts of the state. DoT proposes to develop/upgrade, operate, maintain, and manage the selected properties, as given in Table 2, under Public Private Partnership mode (the “Project”), without transfer of any manpower from DoT.

1.2. Pursuant to the above, DoT intends to invite proposals from prospective bidders for development/ upgradation, operation, and maintenance of the tourism properties on Public Private Partnership (PPP) basis. The eligibility of the bidders to bid in the RFP stage will depend upon their meeting in entirety the Eligibility Criteria as laid down in this RFP document under Clause 3.

1.3. Details of the Properties being leased out (“Property”) is elaborated below:

DoT has selected 6 (Six) properties/accommodation units in various locations of the State for development/upgradation, augmentation, operation, and maintenance through Public Private Partnership. Among the properties listed in RFP, four properties namely-**Yatrivas Satapada, Yatrivas Konark (Part), Panthanivas Keonjhar** and **Panthanivas Paradeep** are presently operational whereas other properties namely-**TRC Gopalpur**, and **BN Palace Paralakhemundi** are not operational on the date of issuance of this RFP.

The selected bidder (hereinafter referred to as “Lessee”) shall be handed over the movable and immovable assets (“Project Assets”) at the respective properties on “as is where is” basis. List of the properties being leased out are as below (Table 2):

Table 2: List of Properties for Lease

Sequenc e of Bid Opening	Name of Property	District	Number of Rooms (Existing Facility)	Approx . Plot Area (in Acres)	Operationa l status
1.	Yatrivas, Satapada	Puri	26 Rooms + 1 Office + 1 Store Room + 6 Staff Rooms + 2 Restaurants	3.5	Operational
2.	Yatrivas, Konark (Part)	Puri	23 Rooms + 1 Office + 1 Store Room + 1 Restaurant + 4 Staff Room, 1 Banquet Hall	5.0	Operational
3.	Panthanivas, Paradeep	Jagatsinghpur	12 Rooms + 1 Restaurant + 1	3.0	Operational

Sequenc e of Bid Opening	Name of Property	District	Number of Rooms (Existing Facility)	Approx . Plot Area (in Acres)	Operationa l status
			Kitchen + 1 Store Room + 1 Conference Hall + 1 Mini Conference Hall + 1 Office		
4.	TRC, Gopalpur	Ganjam	1 Administrative Block + 1 AC Dining Hall + 1 Food Court+ 2 Toilet Blocks (1 Gents +1Ladies) + 14Rooms + 1ReceptionBuildin g for Tourists + Vehicle Parking Area + 1 Open Stage	4.79	Not Operational
5.	Panthanivas, Keonjhar	Keonjhar	17 Rooms + 2 Conference Halls + 2 Store Rooms + 1 Kitchen + 1 Office Room	0.7	Operational
6.	BN Palace, Paralakhemundi	Gajapati	30 Rooms	21.06	Not Operational

Details of Properties such as Engineering Drawings and Photographs can be accessed on the web link given below:

https://drive.google.com/drive/folders/19FbDdCyK-iJLc2gdABt_DPohu90XSru?usp=sharing

2. Scope of Work

The broad scope of work under this RFP is given below:

2.1. Responsibility of Lessee (hereinafter referred to as “Lessee” or “Operator” or “Bidder”):

2.1.1. Lessee shall design, redevelop, upgrade, augment, finance, manage, market, operate, maintain, and repair/ refurbish the Property and Project Assets at its own cost and expense in accordance with the provisions of this RFP, standards and specifications, applicable laws, terms of applicable permits and good industry practices.

- 2.1.2. Lessee, if required, may demolish a part or whole of the property, other than BN Palace Paralakhemundi, for re-development purposes with prior approval from DoT.
 - 2.1.2.1. For BN Palace, the lessee shall develop the property into a Heritage Hotel without compromising the heritage nature of the property and in compliance with the norms specified in Guidelines for Classification of Heritage Hotels issued by Ministry of Tourism, Govt. of India. The construction of any new component shall be in compliance with the prevailing by-laws and other regulatory frameworks being stipulated by various governing authorities and development authorities from time to time over the construction phase/ Minimum Development Obligation Period. All planning, designing and other interventions shall be done with prior approval from DoT, or a DoT appointed committee.
- 2.1.3. Lessee shall obtain and maintain all applicable permits, in conformity with the applicable laws and in compliance therewith.
- 2.1.4. Lessee shall co-brand the property along with Odisha Tourism. The final branding of the property shall be approved by DoT.
- 2.1.5. Lessee shall maintain the property during the entire lease period subject to standards approved by DoT.
- 2.1.6. Lessee shall provide to the Lessor reports on a regular basis during the Lease Period on the refurbishment, renovations, addition of assets carried out, and always provide the Lessor such information, data and documents that the Lessor may reasonably require. Lessee must submit the annual financial statements to Lessor. DoT may undertake physical inspections of the leased properties as and when deemed necessary. The lessee shall always co-operate with DoT officials/ appointed agency for the same.
- 2.1.7. Lessee shall pay, in a timely manner, all taxes, duties, levies and other charges in respect of the operation of the Property and its business, including but not limited to income tax, Goods and Services Tax (GST), excise duty, customs duty that may be levied, claimed, or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project. Lessee shall furnish relevant clearance certificates/ proof of payment annually to DoT in this regard.
- 2.1.8. Lessee shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Lessee or its Contractors and agents during the implementation and operation of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.
- 2.1.9. Lessee shall promptly remove all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and e-waste, all types of solid and liquid waste etc.), garbage and other debris from the Property and keep the Property in a neat and clean condition and in conformity with the applicable laws, applicable permits and in accordance with good industry practices.
- 2.1.10. Lessee shall be liable for all hazardous, dangerous, and other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property.

- 2.1.11. Lessee shall maintain requisite insurance of the property wherein both the parties can be beneficiary in accordance with the investment. Lessee shall ensure that there is no damage or loss to Property, Project Assets, and developed project facilities like sanitation, sewage treatment plant and disposal, drainage, solid and hazardous waste disposal, effluent treatment plant and disposal and other utilities and facilities (hereinafter referred to as "Project Facilities").
- 2.1.12. Lessee shall provide or arrange, at its cost during the Lease Period, power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the implementation, operation and maintenance of the Project and comply to the requirements relating thereto under the applicable laws, applicable permits, and good industry practices.
- 2.1.13. Lessee shall arrange, procure, and provide, at its cost, all the infrastructure facilities, services and requirements, all goods, materials, consumables, and other requisites necessary for the implementation, operation, and maintenance of the Property during the Lease Period.
- 2.1.14. Lessee shall employ qualified personnel to efficiently operate and manage the Project. Lessee shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project.
- 2.1.15. Lessee shall ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned thereof.
- 2.1.16. Lessee shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/ dangerous materials during execution of the Project. Lessee shall follow the building bye laws and regulations of the nearest Urban Area for additional construction/ development in case the Property is in Rural Area. Further, Lessee shall ensure non-violation of all applicable environmental standards and pollution control norms as laid down by Central/ State Pollution Control Board and other Government Agencies.
- 2.1.17. The Property, Project Assets and Project Facilities under consideration shall be used only for providing hospitality/ tourism services.
- 2.1.18. Lessee shall promptly and diligently repair, replace/ restore the Property, Project Assets and Project Facilities or part thereof which may be lost or damaged.
- 2.1.19. Lessee shall be required to state their investment plan before execution of the Project.
- 2.1.20. During the Lease Period, the Lessee must improve the Property, Project Assets and Project Facilities. Lessee shall provide improved hospitality/ tourism services such as:
- 2.1.20.1. Increase/ provide well furnished Rooms/ Keys based on the latest industry standards notwithstanding the requirements under Minimum Development Obligation.
 - 2.1.20.2. Provide additional leisure services and/ or tourism facilities that may enhance the cultural, historical, and social attraction of the place.
 - 2.1.20.3. Provide tours and ancillary services for tourists, including development

of holiday packages.

2.1.20.4. Provide well defined area for parking of vehicles.

2.1.20.5. Maintain overall environment of the property, without disturbing the local flora & fauna, through well-developed landscaping of green areas, drainage system, lighting system etc.

2.2. Responsibility of the Lessor:

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

2.2.1. Provide the Lease Property, free from encumbrances to the Lessee for the Lease period on as-is-where-is basis.

2.2.2. Shall provide incentives as per applicable Tourism Policy for capital investments made over and above that prescribed in the Minimum Development Obligation, upon application through the single window. The definition of 'Expansion Project' in the Tourism Policy shall be applicable.

2.3. Duration of the Contract:

2.3.1. The period of leasing ("Lease Period") shall be as per Table 3 below commencing from the date of the signing of the agreement. Upon completion of the Lease period, the Lessee shall hand over the property on as-is-where-is basis to the Lessor.

Table 3: Lease Period

Sl. No.	Name of Property	Lease Period
1.	Yatrinivas, Satapada	30 Years
2.	Yatrinivas, Konark (Part)	30 Years
3.	Panthanivas, Paradeep	30 Years
4.	TRC, Gopalpur	30 Years
5.	Panthanivas, Keonjhar	30 Years
6.	BN Palace, Paralakhemundi	30 Years

2.3.2. The Lease Period can further be extended by another 30 years subject to mutual agreement between DoT and Lessee. Six months prior to the end of the Lease Period (30 years), the Lessee and DoT may mutually agree to extend the lease period by another 30 years. Lessee will not be required to pay any additional premium for such extension. Only, the rate of biennial escalation in the Annual Lease Rental shall be negotiated for the additional lease period.

2.4. Upfront Payment ("Upfront Fee") and Annual Lease Rental

2.4.1. Highest Upfront Payment to the Lessor shall be the financial bid parameter for Award of the Rights of Development, Augmentation, Upgradation, Operation & Maintenance of the Project. Upfront Fee shall be payable to the Lessor by the Lessee as per Clause 5.9.4 of the RFP. GST shall be paid extra on Upfront Payment by Lessee at applicable rate.

2.4.2. The Annual Lease Rental Fee will be 10% of the Upfront Payment, which shall be increased by 10% on compounded basis after every two years.

The annual lease rental shall be paid as below:

- i. For the first year: The lease rental shall be paid at the time of signing of the agreement.
- ii. For subsequent years: The lease rental shall be paid within 7 days from the starting date (DD/MM) of the corresponding year of the Agreement.
- iii. GST shall be paid extra by Lessee at applicable rate.

2.5. Minimum Development Obligation of the Lessee (“Minimum Development Requirement” or “MDO”)

The Lessee shall meet the following minimum development obligations:

- 2.5.1. Lessee shall carry out new construction for providing additional rooms and additional facilities, as required, in the Property with prior approval from DoT. Existing local development controls, if any, will be binding if they are more limiting than the RFP conditions.
- 2.5.2. Lessee shall create an adequate waste disposal system for management and disposal of the waste generated during the execution of Project.
- 2.5.3. Lessee shall be responsible for maintaining hygiene and quality standards at the Property and Project Facilities and providing quality services to tourists.
- 2.5.4. Lessee shall be responsible for providing adequate safety & security to the tourists visiting the Property.
- 2.5.5. Lessee shall be responsible for the branding of the property, after obtaining approval from DoT.

The details of Minimum Development Obligations are in Table 4 as below:

Table 4: Minimum Development Obligations

Sl.	Name of Property	Minimum Development Obligations
1.	Yatrinivas, Satapada	Redevelop/ Renovate, Augment, Furnish and Operate Lessee shall develop at least 60 lettable rooms with at least 3-Star Hotel facilities and certification within a period of 36 months from the date of signing of the Agreement
2.	Yatrinivas, Konark (part)	Redevelop/ Renovate, Augment, Furnish and Operate Lessee shall develop at least 75 lettable rooms with at least 3-Star Hotel facilities and certification within a period of 36 months from the date of signing of the Agreement
3.	Panthanivas, Paradeep	Redevelop/ Renovate, Augment, Furnish and Operate Lessee shall develop at least 60 lettable rooms with at least 3-Star Hotel facilities and certification within a period of 36 months from the date of signing of the Agreement
4.	TRC, Gopalpur	Redevelop/ Renovate, Augment, Furnish and Operate Lessee shall develop at least 60 lettable rooms with at least 3-Star Hotel facilities and certification within a period of 24 months

Sl.	Name of Property	Minimum Development Obligations
		from the date of signing of the Agreement
5.	Panthanivas, Keonjhar	Redevelop/ Renovate, Augment, Furnish and Operate Lessee shall develop at least 50 lettable rooms within a period of 24 months from the date of signing of the Agreement
6.	BN Palace, Paralakhemundi	Redevelop/ Renovate, Augment, Furnish and Operate Lessee shall develop at least 50 lettable rooms within a period of 36 months from the date of signing of the Agreement

3. Eligibility Criteria

3.1. Eligibility Criteria

- 3.1.1. The bidder must only be a company/ firm registered under the Companies Act, 2013 or a Limited Liability Partnership registered under the LLP Act, 2008. The bidder must submit a Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, Udyog Aadhar, etc.) Bids by any other legal entities shall not be entertained and shall summarily be rejected.
- 3.1.2. Bidders can submit bids for multiple properties, provided they cumulatively satisfy the criteria of net worth mentioned in clause 3.1.3, against each property being applied for. *[The sequence of opening of bids would be in accordance with Table 2. In case a bidder has submitted bids for multiple properties, but however, does not meet the required cumulative net-worth requirement, then DoT may reject all the bids from that bidder in entirety or accept only those bids for which the net-worth requirement is met respecting the order of opening of bids as per Table 2].*
- 3.1.3. Bidders/ prospective bidders convicted by any court of law OR who have criminal cases pending adjudication before any Court of law against them; and/or whose contracts have been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions such as submission of false information, suppression of information as mandated by bid conditions, submission of false affidavit, either prior to or subsequent to bid finalization by Central Govt or any State Govt or any Govt agency/ies in past 5 years (from the date of publication of this RFP) shall not be eligible.
- 3.1.4. It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non-compliance to any of the bid conditions, any suppression of information or misrepresentation of facts, etc. shall make the bid liable to be declared non-responsive and disqualified. Further, the Authority may forfeit the EMD and may take appropriate action for blacklisting such bidders after following the due process of law. This clause shall remain in force for the entire duration of the contract.

3.1.5. The Bidder must meet the following Financial Eligibility criteria:

Table 5: Net worth Requirement

Sl.	Name of Properties	Minimum net-worth (not before 31 st March 2021 in INR Crore) CA Certificate must be furnished
1.	Yatrinivas, Satapada	50
2.	Yatrinivas, Konark (part)	50
3.	Panthanivas, Paradeep	40
4.	TRC, Gopalpur	50
5.	Panthanivas, Keonjhar	30
6.	BN Palace, Paralakhemundi	40

**NOTE – The minimum net worth of successful bidders for the DoT property as per the RFP will be deducted from any future bids.*

Bidders who possess the Minimum Net Worth for the applied property, as prescribed for the respective property in the table above, only they will be eligible for taking up their bids for further evaluation and marking. In case any bidder does not have the Minimum Net Worth as indicated against the DoT property, their Bids shall not be eligible for further evaluation and shall be treated as non-responsive.

3.2. Consortium

- 3.2.1. The Bidders can form any number of consortiums for participating in the project for any or all properties as defined in Table 2; subject to fulfillment of Eligibility Criteria set out in this RFP.
- 3.2.2. The number of members in a consortium can be a maximum of 2(two) including Lead Partner.
- 3.2.3. The Proposal should contain every information required for each member of the Consortium in accordance with the formats provided in this RFP.
- 3.2.4. The parties to a Consortium shall be required to form a Special Purpose Company (the "SPC"), incorporated under the Indian Companies Act, 2013, in due course. The SPC shall sign the Agreement with the Lessor.
- 3.2.5. The Members of the Consortium shall nominate one member as the "Lead Partner" who shall be the point of contact throughout the Bidding Process.
- 3.2.6. The Lead Partner shall have an equity share of at least 65% (Sixty-Five per cent) in the SPC for at least 3 years from the date of signing the Agreement and a minimum equity share of 26% in the Consortium for at least 10 years from the above date. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the Form-3 of the RFP, signed by all the other members of the Consortium.
- 3.2.7. The minimum shareholding for the consortium members in the SPC shall not be permitted to go below 5% during the Lease Period.

3.2.8. The Bidder should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical, and O&M obligations.

3.2.9. A member of a Consortium cannot be a member of any other Consortium bidding for the same property. Members of the Consortium shall enter into a binding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:

3.2.9.1. Convey the intent to form an SPC in accordance with this RFP, with shareholding ownership equity commitment(s) and that the SPC would enter into the Agreement and subsequently carry out all the responsibilities as the Lessee, in case the Consortium is selected as the preferred bidder for the concerned property.

3.2.9.2. Clearly outline the proposed roles and responsibilities of each member at each stage.

3.2.9.3. Commit the minimum equity stake to be held by each member; and

3.2.9.4. Include a statement to the effect that all members of the Consortium shall, till such time they incorporate an SPC and provide the specified performance security or bond, be liable jointly and severally in accordance with the terms & conditions of the RFP.

A copy of the Joint Bidding Agreement should be submitted along with the Technical Proposal. The Joint Bidding Agreement entered between the members of the Consortium should be applicable to all the Properties bid for by the Consortium and should fulfill all the criteria detailed in Clause 3 of this RFP, failing which the Bid shall be considered non-Responsive.

3.3. Bid Application Fee and Earnest Money Deposit:

3.3.1. **Bid Application Fee:** The proposal shall be accompanied by non-refundable Bid Application Fee in the form Demand Draft in favor of “**Director Tourism**” payable at **Bhubaneswar**. The bid application fee shall be applicable as prescribed in Table 7. Any Proposal submitted without Bid Application Fee in the form as specified in this RFP document **shall be treated as non-responsive and rejected. No exemption from submission of Bid Application Fee is allowed.**

Table 6: Bid Application Fee

Sl.	Name of Properties	Bid Application Fee (INR)
1.	Yatrinivas, Satapada	5,000/-
2.	Yatrinivas, Konark (part)	5,000/-
3.	Panthanivas, Paradeep	5,000/-
4.	TRC, Gopalpur	5,000/-
5.	Panthanivas, Keonjhar	5,000/-
6.	BN Palace, Paralakhemundi	5,000/-

3.3.2. **EARNEST MONEY DEPOSIT (EMD):** The Proposal shall be accompanied with separate Earnest Money Deposit for each site. Amount for each site is mentioned in Table 8:

Table 7: Earnest Money Deposit

Sl.	Name of Properties	Earnest Money Deposit (INR)
1.	Yatrinivas, Satapada	5,00,000/-
2.	Yatrinivas, Konark (part)	5,00,000/-
3.	Panthanivas, Paradeep	5,00,000/-
4.	TRC, Gopalpur	5,00,000/-
5.	Panthanivas, Keonjhar	5,00,000/-
6.	BN Palace, Paralakhemundi	5,00,000/-

EMD shall be drawn in the form of a Demand Draft/ Bank Guarantee issued by any Scheduled Commercial Bank in favor of “**Director Tourism**” payable/ encashable at **Bhubaneswar**. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in DoT is allowed. Unsuccessful bidder’s EMD will be discharged/ returned within 45 days from the date of execution of the agreement between DoT and the preferred bidder. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately upon execution of the agreement with DoT. The EMD shall be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of validity of the Bid.
- b) In case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement
- c) In case of a successful bidder, if the bidder fails within the specified time limit to furnish the required performance security

3.4. Performance Security

3.4.1. The Selected Bidder shall submit a Performance Security prior to the signing of the Agreement in the form of an irrevocable & unconditional Bank Guarantee from **Scheduled Commercial Bank**. The Performance Security shall be for an amount equivalent to 3% of the Upfront fee. The amount shall be retained till the fulfilment of the Minimum Development Obligation (“Implementation Phase”). Performance security shall be applicable as per the relevant notifications of Government of India/ Government of Odisha at the time of signing the agreement.

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

3.4.3. The Preferred Bidder shall submit the performance security in favor of ‘**Managing Director, OTDC Ltd.**’ within 15 (fifteen) days from the date of issuance of LoA.

3.5. Due Diligence, Inspection, and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the properties, including visiting the properties on the specific dates as mentioned in the RFP and ascertaining for themselves the conditions, traffic, location, surroundings, climate, accessibility, and other data with applicable laws and regulations or any matter considered relevant by them.

3.6. Validity of Proposal

3.6.1. The Proposal shall remain valid for a period not less than 240 (Two Hundred and Forty) days from the due date of submission ("Proposal Validity Period"). DoT reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of DoT with same terms & condition.

3.6.2. A Bidder agreeing to the request will not be allowed to modify his Proposal.

3.6.3. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.

3.7. Right to Reject the Proposal

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

3.8. Interpretation

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

3.9. Proprietary Data

All documents and other information provided by Lessee to Lessor shall remain or become the property of DoT. The lessee shall also treat all information as strictly confidential and will not divulge any details related to any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to DoT in relation to the Service shall be the property of DoT.

4. Submission of Queries

Bidders may send their queries in writing to info@odishatourism.gov.in and pmu@odishatourism.gov.in during the period as mentioned in the Schedule of RFP. All the Bidders will be sent clarification to queries received within the stipulated date. The queries received after the prescribed date will not be entertained by DoT.

4.1. Pre-Bid Meeting

- (a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document, or any other related issues.
- (b) The Bidder/s may nominate /authorize their representative to attend the Pre-Bid Meeting. Such nomination must be made under the signature and seal of the bidder in their letter head. In the absence of such authorization, the representative shall not be allowed to participate.

- (c) Pre-bid meeting may happen through video conferencing mode.
- (d) The bidders are advised to visit the property / properties to familiarize themselves with it before the pre-bid meeting.

4.2. Amendment of RFP

At any time prior to the Proposal Due Date, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addendum/ Corrigendum. This will be uploaded to the web site (<https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html.html>) which will also be treated as part of the RFP document.

4.3. Preparation and Submission of Proposal

The Bidders are required to submit the Hard copy of Proposals which includes Bid Security Deposit / Bid Security Declaration and Bid Application Fee in Envelope – 1, Technical Proposal in Envelope – 2 & Financial Proposal in Envelope – 3 separately sealed Envelopes and all the three Envelopes must be packed in one sealed Envelope mentioning the name of the company/Firm along with complete address details and phone number and shall also mention the Name of the property / properties applied for. Bid Proposals shall be submitted on or before the specified date and time at the address given below.

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

4.4. Language and Currency

The Proposal and all related correspondence and documents shall be written in English language. The currency for the purpose of the Proposal shall be INR.

4.5. Sealing and Marking of Proposal

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

- (a) **Envelope No.1** containing the bid security declaration and bid application fee shall be marked as “**Bid Security Deposit / Bid Security Declaration & Bid Application Fee**” for Leasing-cum- development/ upgradation, operation & management of tourism properties of Department of Tourism, Odisha - _____ *[Name of Property(s)]*”. Envelope 1 shall contain the following:
 - i. Bid Security Declaration as per Form 6 as prescribed in this RFP
 - ii. Bid Application fee as per clause 3.3.1 Table 7 as prescribed in this RFP
- (b) **Envelope No. 2** duly marked as “**TECHNICAL PROPOSAL for Leasing-cum-development/ upgradation, operation & management of tourism properties of Department of Tourism, Odisha - _____ [Name of Property(s)]**” and shall contain the following documents as per the table of content below:

***Note: Bidders are advised to submit a spiral bound Technical Proposal, with Table of Content as per clause 6, signature on each page by the authorized signatory and page numbering on each page.**

- (c) **Envelope No. 3**, duly marked as “**FINANCIAL PROPOSAL for Leasing-cum-**

development/ upgradation, operation & management of tourism properties of Department of Tourism, Odisha - _____ [Name of Property(s)] and clearly written on top of the Envelope **“Do Not open with Technical Proposal”** and shall contain the Financial Proposal as per the Form 8 given in this RFP

Note: In case a bidder is applying for multiple properties, the bidder should submit **SEPARATELY SEALED FINANCIAL PROPOSALS FOR EACH PROPERTY** being applied for.

- (d) Both the Technical Bid and Financial Bid shall be placed within an Outer Envelope on which it shall be clearly written **“RFP for Leasing-cum-development/ upgradation, operation & management of tourism properties of Department of Tourism, Odisha - _____ [Name of Property(s)]”**.
- (e) If the envelope is not sealed and marked, as instructed in this RFP, Department of Tourism assumes no responsibility for the misplacement or premature opening of the Proposal submitted.
- (f) The Bids shall be received at the below address until proposal Due Date. Bidders shall submit their Proposals by registered post/speed post/courier or by hand only to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be a drop box facility available and by hand delivery is allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

Address:

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

5. Bid Evaluation Criteria

Only those Bidders who meet the eligibility conditions as per Clause 3.1, shall qualify for evaluation of their Technical and Financial Bids.

- 5.1.** Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection **(QCBS) mode with weightage of 80% and 20%** for technical and financial proposals, respectively.
- 5.2.** Financial Net Worth Score: Marks shall be awarded to the Bidders based on their Financial Net-Worth as indicated in the Table 8 Below.
- 5.3.** Technical Score (T): The Technical Score shall be awarded based on technical evaluation followed by the presentation as per the Table 8 below.
- 5.4.** The combined score of clauses 5.2 and 5.3 above shall be 70 marks and the bidder scoring more than or equal to 70% of this combined score in the Financial Net Worth and technical evaluation score ($\geq 70/100$) will be shortlisted for financial evaluation.

Table 8: Technical Evaluation Criteria

Sl.	Parameters	Maximum Marks
1.	MINIMUM NET WORTH (ON OR BEFORE 31ST MARCH 2021):	
	Yatrinivas, Satapada	INR 50 Crore (20 marks) For every additional INR 05 Crore – 4 marks
	Yatrinivas, Konark (part)	INR 50 Crore (20 marks) For every additional INR 05 Crore – 4 marks
	Panthanivas, Paradeep	INR 40 Crore (20 marks) For every additional INR 04 Crore – 4 marks
	TRC, Gopalpur	INR 50 Crore (20 marks) For every additional INR 05 Crore – 4 marks
	Panthanivas, Keonjhar	INR 30 Crore (20 marks) For every additional INR 03 Crore – 4 marks
	BN Palace, Paralakhemundi	INR 40 Crore (20 marks) For every additional INR 04 Crore – 4 marks
2.	<p align="center">TECHNICAL EVALUATION CRITERIA</p> <p>Technical Presentation on the planned development, augmentation, renovation, furnishing, upgradation, operation, and management of the property.</p> <p><i>Indicative parameters to be covered: Investment Plan, Project Cost, built up area, Ground Coverage, proposed room (area & quantity), restaurant (area & capacity), any other facilities (with dimensions);</i></p>	30
3.	FINANCIAL BID	30
TOTAL MARKS		100
<p><i>Bidders will be allocated marks based on their Financial Net Worth and Technical Presentations. Only those Bidders whose score is 70% or above of the 70 marks will be eligible for opening of their Financial Bids. In case of financial bids, the highest bidder shall be awarded full 30 marks and other bidders shall be awarded marks according to the percentile</i></p>		

5.5. Financial Net Worth Score: Maximum 40 Marks as per Table 8 Above.

5.6. Technical Evaluation Score: Maximum 30 Marks as per Table 8 above

5.7. Qualifying Criteria for being eligible for opening of financial bids: Minimum 70% and above of the combined score obtained by Bidder in clause 5.5 and 5.6.

5.8. Financial Score (F): The bidder quoting highest upfront fee (H1) will get 30marks and others will get marks based on a conversion factor to be arrived at by dividing the H1 score by Maximum Score i.e., 30. in proportion to H1 score. (Formula- $H1/30=$

Conversion factor. Example: H1 bid is 22 Crores. Then the conversion factor will be $22/30 = 0.73$ If H2 financial bid is 18 Crores then the financial score of H2 will be $0.733 \times 18 = 13.14$, if H3 financial bid is 17.65 Crores then his score would be $17.65 \times 0.73 = 12.88$ and so on.)

5.9. Combined Score (S): Combined score (Net-worth and technical (70% and above) score plus financial score) shall be calculated based on Technical and Financial scores of the Bidder as per QCBS system. ($S=T+F$)

5.10. Selection of Bidder: The Bidder securing the highest combined score (S) would be the preferred Bidder. The Second and third ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or refuses to extend validity of the bid or fails to comply with the requirements specified in the RFP document.

5.11. If 2 (two) or more Bidders are ranked the Preferred Bidder, then DoT, in its sole discretion, may take any measures as it deems fit, including inviting fresh Financial Proposals or selecting the Bidder with the higher net worth.

5.12. Other Terms:

5.12.1. If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.

5.12.2. To determine whether the Bidder satisfies the eligibility criteria, DoT will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which DoT receives from the Bidder upon request by DoT. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, DoT reserves the right to reject the Proposal.

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

5.13. Award of the Project

5.13.1. After completing the evaluation of the Financial Proposals and identifying the Preferred Bidder, DoT shall issue the Letter of Award ("LoA") to the Preferred Bidder, indicating its intention for signing of the agreement. The Preferred Bidder shall customarily be the Selected Bidder.

5.13.2. Within 7 (seven) days upon issuance of such LoA to the Selected Bidder, the Selected Bidder shall be required to sign and stamp the LoA and send it to Lessor as acknowledgement of the LoA. In the event the duplicate copy of the LoA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement shall be forfeited.

5.13.3. An Agreement will be drawn up between DoT and the Selected Bidder. The Lease-cum-Development Agreement ("LDA" or "Agreement") format shall be provided to the Lessee by Lessor before execution of the same. The selected bidder will enter into the Agreement with the Lessor for the operation,

maintenance, development, design, construction, upgradation, renovation, restoration, furnishing, financing and management of the property Agreement within 30 (thirty) days of the issuance of the LoA by DoT. The Lessee shall commence the Services as per the assignment within 7 (seven) days from the date of the signing of the Agreement or such other date as may be mutually agreed.

5.13.4. The Selected Bidder shall be required to:

- (a) make the Upfront Payment in lumpsum within 15 days from the date of issuance of LoA

OR

- (b) make the Upfront Payment in three equal installments (upfront fee + applicable interest) with the first installment to be deposited within 15 days from the date of issuance of LoA. The interest rate shall be 7% per annum. The remaining two installments shall be deposited on or before the date of signing of agreement in the corresponding years.

The selected bidder shall be required to pay the upfront fee in the form of **Demand Draft** in favor of "**Managing Director, OTDC Ltd.**" issued by **Scheduled Commercial Bank**, payable at Bhubaneswar. Any other mode of payment shall not be accepted.

5.13.5. If the Selected Bidder fails to satisfy the conditions specified in the RFP or fails to execute the Agreement on or before the date stipulated in the LoA, DoT may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LoA. Also, the bid security may be forfeited. If DoT elects to disqualify such Bidder and revoke the LoA, then the procedure set out in the RFP shall follow. The bidder, including the promoters of the bidding firm, may also be blacklisted from participating in any further tendering process of DoT.

5.13.6. The cost of execution of agreement and any other related legal documentation charges and incidental charges will be borne by the Selected Bidder.

5.14. Financing:

Selected bidders may obtain finance from financial institutions through suitable debt to comply with their obligation under the Minimum Development Obligation and any further development in the leased property. The financial institutions may be given a right of substitution by execution of the Substitution Agreement.

5.15. Event of Default by Lessee

In case of any default in payment by Lessee as per the terms under clause 2.4 of this RFP, the Upfront Payment and the Performance Security shall stand forfeited along with cancellation of the Agreement.

5.16. Disputes

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

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

6. Checklist of Documents to be Submitted along with Technical Proposal

Sl.	Table of Content / Checklist of documents to be submitted along with the Technical Proposal	Specify Page No.
1.	Form – 1 Covering Letter (On Company's Letter Head)	
2.	Form – 2 Bidder's Profile ➤ Copy of registration/ incorporation certificate of the company/ firm/ proof of legal entity, PAN Card, GSTIN etc.	
3.	Form – 3 Power of Attorney for signing of proposal (On Non-Judicial Stamp Paper of Rs 100/-)	
4.	Form – 4 Bid Affidavit (On Non-Judicial Stamp Paper of Rs 100/-)	
5.	Form – 5 Bid Undertaking (On Company's Letter Head)	
6.	Form – 6 Bid Security Declaration	
7.	Form – 7 Net Worth ➤ Proof of Net worth Certificate not before 31 st March 2021, duly certified by Chartered Accountant	
8.	Other relevant documents as applicable as per this RFP	

For and on behalf of (Name of Bidder)

Duly signed by the Bidder/Authorized Signatory of the Bidder

(Name, Title and Address of the Bidder/ Authorized Signatory)

Organization Seal

Annexures

Form-1: Covering Letter (on the letterhead of the bidder)

Date:

To
Director Tourism,
Department of Tourism
Paryatan Bhawan,
Bhubaneswar - 751014,
Odisha

Ref: “RFP for Lease-cum-Development/Upgradation, Operation & Maintenance of Tourism Properties of Department of Tourism, Odisha”

Sir,

Being duly authorized to represent and act on behalf of (herein after referred to as “the Bidder”) and having reviewed and fully understood all the Bid requirements and information provided and collected, the undersigned hereby submits the Bid on behalf of (Name of Bidder) for Lease-cum-Development/Upgradation, Operation & Maintenance of Tourism Properties, Odisha with the details as per the requirements of the RFP.

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

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

We are bidding for the Property(s):

Sl.	Name of Property	Yes/No
1	Yatrinivas, Satapada	
2	Yatrinivas, Konark (part)	
3	Panthanivas, Paradeep	
4	TRC, Gopalpur	
5	Panthanivas, Keonjhar	
6	BN Palace, Paralakhemundi	

Note:

- (i) “Yes” means that the bidder is bidding for that particular property.
- (ii) “No” means that the bidder is not bidding for that particular property.

Yours faithfully,

For and on behalf of (Name of Bidder)

**Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)**

Form-2
Bidder's- Profile

Sl.	Particular	Compliance
1	Name of the Bidder:	
2	Legal Status of the Firm: <i>(i.e., Company or LLP)</i>	
3	Registered Office Address with telephone, fax, website and email:	
4	Date of Incorporation: <i>(Please attach copy of certificate of incorporation/ registration)</i>	
5	Company profile (include background of company, organization structure, background of promoters, business of company, years in similar line of business, experience, and details of current activities) <i>(Attach supporting documents such as Company brochures, etc.)</i>	
6	Details of individual(s) who will serve as point of contact/ communication with contact number and email-id	
7	Has the bidder been barred by the Central/State Govt. or any entity from participating in any project? • If yes, does the bar subsist on the date of application?	
8	Has the bidder been convicted by any court of law OR has criminal cases pending adjudication before any Court of law against them?	
9	Has any contract of the bidder been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions, either prior to or subsequent to bid finalization by Central Govt or any State Govt or any Govt agency/ies in past 5 years?	
10	Has the bidder been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years? • If yes, please provide the details.	
11	Nature & details of experience in similar field: <i>(Please attach relevant documentary evidence)</i>	
11	Any other details deemed necessary to be provided.	

- In case of a Consortium

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

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

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

For and on behalf of:

Organization Seal

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Form-3

Format for Power of Attorney for Signing of Bid

(On Stamp Paper of Rs 100/-)

POWER OF ATTORNEY

Know all men by these presents, We,.....(name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of..... as our attorney (hereinafter referred to as “Authorized Representative”)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 proposal in response to the **“RFP for Lease-cum-Development/ Upgradation, Operation & Maintenance of Tourism Properties of Department of Tourism, Odisha”** issued by Department of Tourism, Government of Odisha (hereinafter referred to as “DoT”) including but not limited to signing and submission of all documents and providing information/responses to DoT, representing us in all matters in connection with our Bid for the above said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ Day of 2022.

For _____

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

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Form-4
Format of Bid Affidavit

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

I, the undersigned, do hereby certify that all statements made in the Proposal are true and correct to the best of my belief and knowledge.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the DoT to verify this statement or regarding my (our) competence and general reputation.

The undersigned certifies that the Net Worth information submitted in Form 6 as part of this Bid is exclusively available at the disposal of the bidder/s for undertaking the project and is not committed for any other project/s.

The undersigned further certifies that the bids submitted by the undersigned and/or any of the partners in case of Consortium/Joint Venture have not been declared Non Responsive/ Rejected on grounds of suppression of facts, submission of false information in the bid, indulging in fraudulent and unethical practices, by Central or any State Government or Central Public Sector Undertaking, Central Public Sector Enterprise, State Public Sector Undertaking during the last five years.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of DoT.

Deponent

(Signed by Authorized Signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

Form-5

Format of Bid Undertaking

(To be submitted on letter head of the applicant duly signed by authorized signatory)

Date-:

To,

Director Tourism
Department of Tourism,
Paryatan Bhawan,
Lewis Road Bhubaneswar - 751 014

Ref: RFP for Lease-cum-Development/ Upgradation, Operation & Maintenance of Tourism Properties of Department of Tourism, Odisha.

Dear Sir,

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

We hereby declare that we have read and understood the rules governing the development of the Tourism Accommodation Units as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the Tourism Accommodation Units shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DoT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DoT in this regard.

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

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

For and on behalf of:

(Signature of the Authorized Signatory)

Name of the person:

Designation:

Signed by the Bidder

Form-6
Format for Net Worth

Format for Net Worth

(In case of sole bidder)

Financial Year	Amount (INR)
As on 31 March 2021	

(in case of Consortium)

Financial Year	Lead Partner (INR)	Consortium Member-1 (INR)	Total(INR)
As on 31 March 2021			

Calculation of Net Worth

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

1. Method 1-

The Net Worth shall mean (Subscribed and Paid-up Equity +Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off).

2. Method 2-

The methodology for calculation of Net Worth is given in the following table.

Sl.	Particulars	In INR
1.	Listed (quoted) investments at market value (detailed list to be closed)	
2.	Less: 30% margin on the above	
3	Net Value of Listed Shares (1-2)	
4.	<i>Investment in unlisted companies *</i>	
5.	Other investments at cost (PPF, NSC, NBFC, bank fixed deposits, deposits with exchanges etc.)	

6.	Total Net Investment (3+4+5)	
7.	Market value of land and building	
8.	Debtors not exceeding 3 months	
9.	Cash and Bank balance	
10.	Other liquid assets, if any, (need to be specified) which are used for the purposes of business	
11.	Total Assets (6+7+8+9+10)	
12.	Current liabilities	
13.	Long term liabilities	
14.	Total Liabilities (12+13)	
15.	Net Worth (11-14)	

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

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

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

The details should be provided as prescribed in this RFP or in case of this date being a holiday, the previous business day.

(Enclosure: Audited certificate from a qualified Chartered Accountant under the signature and seal. Application un-accompanied with such certificate shall be declared non-responsive)

(Signed by Authorized Signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

Authorized Signatory with Official Seal

Form- 7
Financial Proposal

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

Sub: Financial Proposal for “RFP for Lease-cum-Development/ Upgradation, Operation & Maintenance of Tourism Properties of Department of Tourism in Odisha – _____ [Name of property]”

Sir,

With reference to the subject RFP document dated_I/ we have examined the Bidding Documents and understood their contents,

I/ we offer to upgrade / develop, operate, maintain, and manage the Property at _____
[insert name of the Property] in accordance with the stipulated terms and conditions and other particulars therein as defined in this RFP.

I/We hereby offer and agree to pay the following as Upfront Fee for the below mentioned Property:

Name of Property	Upfront Fee (in INR)	Upfront Fee (in Words)

Note: The above amount is exclusive of GST. GST shall be paid separately, as applicable.
I / we understand that DoT is not bound to accept the highest or any Financial Bid(s) received. I/ we agree that my/ our Financial Bid shall remain valid for a period as mentioned in this RFP from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project. There will be no grant, positive or negative from DoT.

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address
Date
Signature
Authorized Signatory with Official Seal

Form- 8

Performance Security (Bank Guarantee Format)

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____

Dated: _____

In accordance with Letter of Award bearing letter No. _____, Dated _____ (hereinafter referred to as "LoA") and RFP No. _____, Dated _____ on Request for Proposal for "RFP for Lease-cum-Development/ Upgradation, Operation & Maintenance of Tourism Properties of Department of Tourism in Odisha" (hereinafter referred to as "RFP"), M/s _____ Address _____ (hereinafter referred to as Lessee) wishes to participate in the said RFP and a Bank Guarantee for the sum of INR _____ valid for a period of _____ days (in words) is required to be submitted by the Lessee towards the Performance Security.

1. We, the _____ [indicate the name of the Bank] (Hereinafter referred to as 'the Bank') at the request of the Lessee do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Department of Tourism, Government of Odisha (hereinafter referred to as "DoT") an amount not exceeding INR _____ to the DoT, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Lessee on whose behalf this guarantee has been issued.
2. We the _____ [indicate the name of the Bank] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DoT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DoT by reason of any breach by the said Lessee of any of the terms or conditions or failure to perform the said LoA and RFP. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (in words).
3. We, the _____ [indicate the name of the Bank] undertake to pay DoT any money so demanded notwithstanding any dispute or disputes so raised by the Lessee in any suit or proceeding instituted/ pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Lessee shall have no claim against us for making such payment.
4. We, the _____ [indicate the name of the Bank] further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and that it shall continue to be enforceable till all the dues of the DoT under or by virtue of the said LoA and RFP have been fully paid and its claims satisfied or discharged or till DoT certifies that the terms and conditions of the said LoA and RFP have been fully and properly carried out by the said Lessee and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ [date], we shall be discharged from all liability under this Guarantee thereafter.
5. We, the _____ [indicate the name of the Bank] further agree that DoT shall have the fullest liberty without our consent and without affecting in any manner our obligations

here under to vary any of the terms and conditions of the said LoA and RFP or to extend time of performance by the said Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT against the said Lessee and to forbear or enforce any of the terms and conditions relating to the said LoA and RFP and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Lessee or for any forbearance act or omission on the part of DoT or any indulgence by DoT to the said Lessee or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Lessee.
7. We, the _____ [indicate the name of the Bank] further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.
8. We, the _____ [indicate the name of the Bank] lastly undertake not revoke this Guarantee during its currency except with the previous consent of DoT in writing.

For

Name of Bank:

Seal of Bank

Dated, the _____ day of _____ 2022

(Signature, names & address, designation of the authorized signatory)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch

Form- 9
Lease cum Development Agreement