DETAIL TENDER CALL NOTICE FOR
LEASE OF BIJU SMRUTI YATRI NIWAS,
NEAR PANTHANIVAS, PARADEEP

PERIOD OF SALE OF BID DOCUMENTS - From dt. 02.11.2019 to dt. 16.11.2019

LAST DATE OF RECEIVED BID DOCUMENTS - Dt. 19.11.2019 Upto 1.00 PM

DATE & TIME OF OPENING BID DOCUMENTS Cover-I - Dt. 19.11.2019 at 1.30 PM

DATE & TIME OF OPENING BID DOCUMENTS Cover-II - Dt. 21.11.2019 at 11.00 AM

DTCN COST - ₹ 10,000.00 (Rupees:- Ten thousand) Only.
EMD - ₹ 50,000.00 (Rupees:- Fifty thousand) Only.

MUNICIPAL COUNCIL,
PARADEEP, ODISHA.
## CONTENTS

**DETAILED TENDER CALL NOTICE (DTCN)**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section-1</td>
<td>Notice Inviting Tender (EoI)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check List to be Filled up by the Bidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Data</td>
<td></td>
</tr>
<tr>
<td>Section-2(A)</td>
<td>Instructions to Bidders</td>
<td></td>
</tr>
<tr>
<td>Section-2(B)</td>
<td>Details of Documents to be Furnished for Online Bidding</td>
<td></td>
</tr>
<tr>
<td>Section-2(C)</td>
<td>Submission of Express of Interest</td>
<td></td>
</tr>
<tr>
<td>Section-2(D)</td>
<td>Express of Interest Evaluation</td>
<td></td>
</tr>
<tr>
<td>Section-2(E)</td>
<td>Award of Contract</td>
<td></td>
</tr>
<tr>
<td>Section-3</td>
<td>Special Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td>Section-4</td>
<td>Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td>Appendix- A</td>
<td>Litigation, Debarring Expelling or Abandonment</td>
<td></td>
</tr>
<tr>
<td>Appendix- B</td>
<td>Certificate of No Relationship Certificate</td>
<td></td>
</tr>
<tr>
<td>Appendix- C</td>
<td>List of Similar Nature of Contract</td>
<td></td>
</tr>
<tr>
<td>Appendix- E</td>
<td>Letter for Submission of Tender</td>
<td></td>
</tr>
<tr>
<td>Appendix- F</td>
<td>Tender Declaration</td>
<td></td>
</tr>
<tr>
<td>Appendix- H</td>
<td>Information Regarding Tenderer</td>
<td></td>
</tr>
<tr>
<td>Appendix- I</td>
<td>Declaration by the Tenderer</td>
<td></td>
</tr>
<tr>
<td><strong>PART-II</strong></td>
<td>Financial Bid</td>
<td></td>
</tr>
<tr>
<td>Annexure-II</td>
<td>Financial Proposal</td>
<td></td>
</tr>
</tbody>
</table>
OFFICE OF THE MUNICIPAL COUNCIL, PARADEEP
DIST.: JAGATSINGHPUR, ODISHA. 754142

No  8724 / Date 31.10.2019

EXPRESS OF INTEREST

The Executive Officer on behalf of Municipal Council, Paradeep invites sealed cover Express of Interest (EOI) in Two Bid system (Part-I: General & Technical Bid and Part-II: Financial Bid in conformity with Detailed Tender Call Notice (DTCN) from the intending valid Firms/ Contractor/ NGO/ Hotel owner having credibility and experience in Operation and Maintenance of Hotel/ Yatri Nibas for the following indicated below.

DTCN alongwith specification, terms & conditions can be obtained/ downloaded from district website www. Jagatsinghpur. nic.in and Municipality website: www.paradeepmunicipality.org.in in between dt.02.11.2019 to dt. 16.11.2019 17.00 hours on payment of Bid Document cost mentioned in column 4 (not refundable) above in the shape of DD/ Banker cheque drawn on any Nationalized Bank in favour of Executive Officer, Paradeep Municipality payable at Paradeep.

In addition bid must be accompanied by EMD amount mentioned in column 5 in shape of DD/ Banker cheque drawn on any Nationalized Bank in favour of Executive Officer, Paradeep Municipality payable at Paradeep. Express of Interest (EOI) without payment of EMD shall not be accepted in any case and will be rejected summarily.

Paper cost shall be paid as per the same method noted above for DTCN downloaded online. Quotation without payment of paper cost shall not be accepted in any case and will be rejected summarily.

Duly filled Part-I: General & Technical Bid and Part-II: Financial Bid along with Bid Document cost and EMD should reach the undersigned's office by on or before 1.00 PM on dt.19.11.2019 latest. Bid Document received after the said date and time will be rejected outright.

The Technical bid will be opened on dt.19.11.2019 at 1.30 PM. and Financial bid will be opened on dt.21.11.2019 at 11.00 AM. in presence of the bidders or their authorized representatives.

The upset price of Biju smruti Yatrinivas is ₹ 2,81,000.00 (Rupees:- Two lakhs eighty one thousand) only per month as assessed by R&B, Division, Jagatsinghpur.

All other condition will be made after successful of bidding with the committee of this ULB.

The rent of Biju smruti yatrinivas will be soon after mutual agreement with HDFC bank alocation of the room in ground floor having 763 sqft.

The authority reserves the right to accept or cancel any or all quotations without assigning any reason thereof.

sd/-

Executive Officer
Paradeep Municipality

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Qty</th>
<th>Bid Document</th>
<th>EMD Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lease of &quot;BIJU SMRUTI YATRINIWAS&quot; near Pantha Nivas, Paradeep</td>
<td>1 No</td>
<td>₹ 10,000.00</td>
<td>₹ 50,000.00</td>
</tr>
</tbody>
</table>
Memo no 8725 / Date 31.10.2019
Copy submitted to the Collector & District Magistrate, Jagatsinghpur for favor of kind information and necessary action.

sd/-
Executive Officer
Paradeep Municipality

Memo no 8726 (3)/ Date 31.10.2019
Copy submitted to Addl. Dist. Magistrate, Paradeep /Secretary, Pda/ Executive Engineer- Civil-PPT, Paradeep for kind information with request to display the notice in their office notice board for wide publicity.

sd/-
Executive Officer
Paradeep Municipality

Memo no 8727 (3)/ Date 31.10.2019
Copy to the District informatic officer, NIC, Collectorate, Jagatsinghpur with a request to put this quotation call notice on district website www.Paradeep.nic.in. Copy to office Notice Board for wide publication.

sd/-
Executive Officer
Paradeep Municipality

Memo no 8728 (3)/ Date 31.10.2019
Copy forwarded to the advertisement Manager, “Indian Express, Samaja, Sambad” with a request to publish the express of interest in their daily newspaper and submit the bill in Government, I & PR Department approved rate for necessary payment.

sd/-
Executive Officer
Paradeep Municipality
### SECTION- 1

**CHECK LIST TO BE FILLED UP BY THE BIDDER**

Name of the Work:- Lease of “BIJU SMRUTI YATRINIWAS” near Pantha Nivas, Paradeep in ward no 16

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Reference to Clause no.</th>
<th>Whether</th>
<th>Reference to Page no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of tender paper ₹ 10,000.00 (Rupees Ten thousand) Only</td>
<td>As per NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EMD ₹ 50,000.00 (Rupees Fifty thousand) Only</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of valid Registration Certificate</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of valid GSTN</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of PAN Card</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Litigation, Debarring Expelling or Abandonment</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Certificate of No Relationship Certificate</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>List of Similar Nature Of Contract</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Letter For Submission of Tender</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Tender Declaration</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Information Regarding Tenderer</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Declaration by The Tenderer</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Affidavit</td>
<td>As per DTCN</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### CONTRACT DATA

**A.**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Eol</td>
<td>/PDPM/ dt. 01.11.2019</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Work</td>
<td>Lease of &quot;BIJU SMRUTI YATRINIWAS&quot; near Pantha Nivas, Paradeep in ward no 16, Paradeep Municipality.</td>
</tr>
<tr>
<td>3</td>
<td>Officer inviting tender</td>
<td>Executive Officer, Paradeep Municipality, Paradeep. Dist:- Jagatsinghpur, PIN 754142 <a href="mailto:Email-paradipmunicipality@gmail.com">Email-paradipmunicipality@gmail.com</a></td>
</tr>
<tr>
<td>4</td>
<td>Engineer concerned with head quarters authorised as EIC of this work.</td>
<td>Municipal Engineer, Paradeep Municipality, Paradeep.</td>
</tr>
<tr>
<td>5</td>
<td>Superintending Engineer</td>
<td>SE, PH Circle Cuttack-cum-ILW, Paradeep Municipality, Paradeep</td>
</tr>
<tr>
<td>6</td>
<td>Accepting Authority</td>
<td>Chairman, Paradeep Municipality, Paradeep-754142</td>
</tr>
</tbody>
</table>

**B.**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Lease for</td>
<td>15 (Fifteen) calendar Years.</td>
</tr>
<tr>
<td>9</td>
<td>Last Date &amp; time of submission of Bid</td>
<td>Dt.19.11.2019 Upto 1.00 PM</td>
</tr>
<tr>
<td>10 i)</td>
<td>Cost of Bid Document Amount</td>
<td>₹ 10,000.00</td>
</tr>
<tr>
<td>10 ii)</td>
<td>In favour of</td>
<td>Executive Officer, Paradeep Municipality, Paradeep.</td>
</tr>
<tr>
<td>10 iii)</td>
<td>Payable at</td>
<td>Paradeep.</td>
</tr>
<tr>
<td>11 i)</td>
<td>Bid Security Amount</td>
<td>₹ 50,000.00</td>
</tr>
<tr>
<td>11 ii)</td>
<td>Pledged in favour of</td>
<td>Executive Officer, Paradeep Municipality, Paradeep.</td>
</tr>
<tr>
<td>11 iii)</td>
<td>Payable at</td>
<td>Paradeep.</td>
</tr>
<tr>
<td>12</td>
<td>Type of instrument</td>
<td>As specified in the Bid document</td>
</tr>
<tr>
<td>13</td>
<td>Bid validity period</td>
<td>90 days after Opening of Price Bid</td>
</tr>
<tr>
<td>14</td>
<td>Currency of Contract</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>15</td>
<td>Language of Contract</td>
<td>English</td>
</tr>
</tbody>
</table>
SECTION- 2(A) INSTRUCTIONS TO BIDDERS

1. Definitions:
(a) "Employer" means the Executive Officer, Paradeep Municipality, Paradeep of the Government of Odisha represented by the Executive Officer, Paradeep Municipality, Paradeep or his authorised representative with whom the selected Bidder signs the contract for the services.

(b) "Bidder"/ Bidder/ Firm/ Engineer Firm/ Company carry the same meaning throughout the DTCN and Contract.

(c) "Contract" means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN.

(d) "Data Sheet" means such part of the Instructions to Bidder as are used to reflect assignment conditions and evaluation of the bid.

(e) "Day" means a calendar day.

(f) "Government" means the Government of Odisha.

(g) "Instructions to Bidders (Section-2(A) General and Technical Proposal) means the document which provides all information needed to prepare their proposals.

(h) "NIT" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.

(i) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the services in full or in any part thereof.

(j) "Proposal" means the Technical as well as Financial Proposal.

(k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of Bidder.

(l) "Govt". means Govt. of Odisha or Govt. of India as the case may be.

SECTION- 2(B) DETAILS OF DOCUMENTS TO BE FURNISHED IN BIDDING

1. The following documents need to be provided by the bidder
(A) In cover -A (Part-I: General & Technical Bid)
   i) DD/ Bankers Cheque towards Cost of Tender Paper.
   ii) DD /Bankers Cheque or Duly pledged TDR/ NSC in favour of Executive Officer, Paradeep Municipality, Paradeep towards bid security.
   iii) Self attested zerox copy of GSTN
   iv) Self attested zerox copy of PAN card
   v) Self attested zerox copy of Registration certificate.
vi) Affidavit regarding correctness of certificates.
vii) Affidavit regarding no relation certificate.
viii) Experience certificate
ix) Litigation Certificate
x) Any other relevant required document, if any.
xi) Joint venture agreement, in case of joint venture.
xii) documents required as per the relevant clauses of this DTCN.

(B) In cover-B (Part-II: Financial Bid)
i) Cover-II (Finance/ Price bid/ BOQ) is to contain the price bid duly filled by the bidder.

SECTION- 2(C)
SUBMISSION OF EXPRESS OF INTEREST

Bid Documents:
The bidder submit their express of interest as per the format enclosed herewith in the following manner.
Technical Bid in first envelope.
Financial Bid in second envelope.
The response to Technical Bid and Financial Bid should be covered in separate sealed envelopes superscribing "Technical Bid" and Financial Bid" respectively. The two envelopes containing copies of Technical Bid and Financial Bid shall be put in another single sealed envelope clearly marked" Lease of "BIJU SMRUTI YATRINIWAS" near Pantha Nivas, Paradeep* Notice no.

EOI in its complete form in all respects as specified must be submitted on or before dt:19.11.2019 upto 1.00 PM addressed to the Executive Officer, Paradeep Municipality, Paradeep through Registered/Speed Post/ by person only. Express of interest received after the said date and time will be rejected outright.

The Technical bid will be opened on dt.19.11.2019 at 1.30 PM. and Financial bid will be opened on dt.21.11.2019 at 11.00 AM. in presence of the bidders or their authorized representatives.

The sealed applications will be opened in the Office of the Municipal Council, Paradeep in presence of the Bidder. If required original documents with reference to the application shall be called for the produce.

The documents of valid successful bidders will be verified with the original before acceptance of offer. The valid successful bidder has to provide the originals to the concerned authority on receipt of intimation, which will be sent through registered post/ speed post.
SECTION- 2(D)

EXPRESS OF INTEREST EVALUATION

Introduction / Selection Procedure:

The Employer named in the Data Sheet will select a contract firm to lease for Biju Smruti Yatrinivas as described in the scope of lease and in the Data sheet. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Bidder.

(a) Evaluation of Technical Proposals:

The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.

Proposal shall be rejected at this stage, if it does not respond to required aspects of the NIT / DTCN.

During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

(b) Evaluation of Financial Proposals:

After the technical evaluation is completed, the Employer shall inform to the bidders, who have qualified in the General, Technical & Price bid.

Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.

Other condition being equal, the bidder bidding the lowest price will be considered for acceptance by competent authority.

SECTION- 2(E)

AWARD OF CONTRACT

After acceptance of price bid of the tender by competent authority selected bidder will be intimated about such acceptance.

The bidder is expected to taken over BIJU SMRUTI YATRINIWAS building on the date and at the location specified in the Data Sheet.

Notification of Award & signing of Agreement:

The Employer/ Engineer-in-charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter.

The bidder after furnishing the required acceptable additional security, “Letter to Proceed” or “Work Order” shall be issued by the Executive Officer, Paradeep Municipality.
SECTION- 3
CONDITION OF CONTRACT

1 Location of the Project:
The proposed building is located at Paradeep Municipality Area in the district of Jagatsinghpur in the State of Odisha.
The bidder has to agree/ disagree on the conditions in the DTCN. The bidder who disagree on the conditions of DTCN, cannot participate in the EoI.

2 Cost of Document
The cost of document shall be of ₹ 10,000.00 (Rupees:- Ten thousand) only in shape of DD/ Banker’s Cheque drawn on any Nationalized Bank in favour of Executive Officer, Paradeep Municipality payable at Paradeep. Express of interest without cost of document in other forms shall not be considered and such express of interest shall be out rightly rejected.

3 Earnest Money Deposit
3.1 The Earnest Money Deposit (EMD) shall be of ₹ 50,000.00 (Rupees:- Fifty thousand) only in shape of DD/ Banker’s Cheque drawn on any Nationalized Bank in favour of Executive Officer, Paradeep Municipality payable at Paradeep or NSC/ Post Office Time Deposit / Kissan Vikash Patra/ Term Deposit Receipt in Schedule Bank duly pledged in favour of Executive Officer, Paradeep Municipality, Paradeep. Express of interest without EMD or with Part EMD/ unpledged EMD/ EMD partly pledged and partly unpledged/ E.M.D. in other forms shall not be considered and such express of interest shall be out rightly rejected.

3.2 Earnest money given by all Bidders except the three lowest tenders shall be refunded within a week from the date of opening of price bid on application/ request. The earnest money given by other two parties (L2 & L3) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application/ request.

3.3 The EMD will be forfeited in any of the following case.

a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

b) If the Bidder does not accept the correction of the Bid Price.

c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to

i) Sign the Agreement / contract or

ii) Furnish the required ISD and Performance Security.

4 Goods and Sale Tax Number
Express of interest are required to submit attested copies of GSTN alongwith their express of interest, failing which their express of interest will not be considered. The bidders from outside the State who intend to participate in the tender and who have not been registered under the OGSTN act as they have not started any business in state as yet are allowed to participate in the tender without having OGSTN subject to condition that they should submit undertaking in the form of an affidavit indicating therein that they are not registered under the Odisha GSTN act as they have not started any business in state and they have no liability under the act. But before award of the final contract, such bidders will have to produce the Odisha GSTN.
5 Self attested zerox copy of PAN card

6 Self attested zerox copy of Registration certificate.

7 History Of Litigation, Debarring Expelling (APPENDIX – A)
   If any criminal cases are pending against the Bidder (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

8 No relation certificate (APPENDIX – B)
   The Bidder has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer/Assistant Executive Engineer/any officer and above in the Organization of Paradeep Municipality, Paradeep.

9 Experience certificate (APPENDIX – C)
   9.1 The express of interest shall also be summarily rejected, if he has a record of performance such as absconding from work, contract not properly operation and maintenance of Hotel/ Yatri Nibas as per contract.

   9.2 In addition to the above, if it is found that he produced false /fake, certificates in his bid, he will be terminated.

10 LETTER FOR SUBMISSION OF TENDER (Appendix-E)

11 TENDER DECLARATION (Appendix-F)

12 INFORMATION REGARDING TENDERER (Appendix-H)

13 DECLARATION BY THE TENDERER (Appendix-I)

14 Eligibility:
   14.1 A Bidder shall be deemed to have the Nationality of India.

   14.2 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

   14.3 Registered Firms/ Contractor/ Hotel owner. Proof of registration is to be furnished along with the express of interest.

   14.4 The bidder should have successfully Operation and Maintenance of Hotel/ Yatri Nibas on contract basis or own similar work.

   14.5 The bidder should have annual financial turnover of not less than ₹ 20.00 Lakhs- (Rupees twenty lakhs only) in any one year during last 5 Years and the turn over need to be certified by Chartered Accountant weight-age @ 10% per year shall be given on annual turnover of the preceding years.

15 Original Certificates:
   Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.
16 The Bidder shall bear all expenses associated with the preparation and submission of his express of interest, Executive Officer, Paradeep Municipality, Paradeep shall in no case be responsible or liable for reimbursement of such expenses.

17.1 The Bidder is advised to visit and examine the sites "BIJU SMRUTI YATRINIWAS" near Pantha Nivas, Paradeep including operation and maintenance of Hotel/ Yatri Nibas for 15 (Fifteen) years and its surroundings and obtain for himself all information that may be necessary for preparing the express of interest and quoting rates at his cost and responsibility.

17.2 The bidder shall inspect the site at his own cost and shall satisfy him-self with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the express of interest. Any further data required during operation and maintenance of Yatri Nibas shall be ascertained by the Bidder at his own cost.

18. **Clarification of Tender Documents:**
   The Bidder shall carefully examine the express of interest documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a clarification online.

19. **Amendment of Tender Documents:**
   19.1 At any time prior to the dead line for submission of express of interest, Executive Officer, Paradeep Municipality, Paradeep may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Bidder, modify the express of interest documents by issuing an Addendum.

19.2 Such addenda will be notifying in the website www. Jagatsinghpur.nic.in. and Municipality website: www.paradeepminicipality.org.in in and will be binding upon them.

19.3 In order to afford prospective Bidder reasonable time to take such addenda into account in preparing their express of interest, Executive Officer, Paradeep Municipality, Paradeep at his discretion, may extend the dead line for the submission of express of interest, if necessary.

20 **Tender Validity:**
   20.1 The proposal must remain valid for 90 (Ninty) calendar days from the date of opening of price bid.

20.2 A Bidder agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his express of interest, but will be required to extend the validity of his EMD.

21 **Authorization, Corrections, Erasures etc. in Tender Papers:**
   21.1 The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.

21.2 The completed express of interest shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the Executive Officer, Paradeep Municipality, Paradeep.
22 Only one tender shall be submitted by a Bidder.

23 To assist in the scrutiny, evaluation and comparison of the EoI, the Executive Officer, Paradeep Municipality, Paradeep may ask bidder individually for clarification on their EoI. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate or substance shall be sought, offered or permitted by the Executive Officer, Paradeep Municipality, Paradeep, during the evaluation of the tenders.

24 The bidder shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

25 The Asst. Executive Engineer shall have the right to enquire into and to decide any complaint alleging that the wages paid by the bidder to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

26 The contract should not be sublet. During O&M of contract if it is found that the work/ part of the contract is sublet, the Executive Officer may there upon by notice in writing, rescind the contract and the security deposit of the bidder shall there upon stand forfeited and be absolutely at the disposal of Government. In addition, the bidders shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

27 Jurisdiction in the Event of Dispute:
That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

28 Arbitration
i. Arbitrators

Any dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a committee of three arbitrators. One arbitrator is to be chosen by each party and the third to be appointed by the two arbitrators chosen by the parties. If either party fails to choose its arbitrator, the other party shall take steps in accordance with Arbitration Act.

ii. Place of Arbitration
The place of arbitration shall be at Jagatsinghpur but by agreement of the parties, the arbitration hearings, if required, can be held elsewhere from time to time.

iii. Language
The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and rulings shall be in English and, if oral hearings take place English shall be the language to be used in the hearings.

iv. Procedure
The procedure to be followed within the arbitration, arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration Act.
v. Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the parties. The parties heretohereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court tribunal. The parties hereto agree that the arbitral award may be enforced against the parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
SECTION 4
SPECIAL CONDITIONS OF CONTRACT

1. Location
BIJU SMRUTI YATRINIWAS NEAR PANTHA NIVAS
PARADEEP MUNICIPALITY, PARADEEP
Town: PARADEEP
District: JAGATSINGHPUR
State: ODISHA
PIN-754142

2. Specification of Room/ space available to be leased
As per drawing

3. The bidders are expected to examine all the instructions, terms and conditions in the bid documents before submission of Bid.

4. The Biju Smruti Yatrinivas will be completely lease out, which includes security, booking, complete sanitation (cleaning, collection of waste with transportation to the solid waste management site) Payment of Electrical dues, taxes etc. complete.

5. The minimum Bid amount should not be less than ₹ 2,81,000.00 (Rupees Two lakhs eighty one thousand) only per month. In case of submission of Bid with less than ₹2,81,000.00 (Rupees Two lakhs eighty one thousand) only per month, the Bid will be automatically Rejected.

6. The contract period will be for a minimum term of 15 (Fifteen) calendar years which can be extended on satisfactory performance. After completion of one year it will be reviewed by the Paradeep Municipal Authorities.

7. The successful bidder shall have to deposited additional security ₹10,00,000.00 (Rupees:- Ten lakhs) in shape of NSC/ Bank Draft/ KVP/ Term deposit in favour of Executive Officer, Paradeep Municipality which shall be retained by Paradeep Municipality as security deposit till closure of the contract period. which will be released after closing of Agreement.

8. The monthly electricity bill of Biju Smruti Yatrinivas near Pantha Nivas shall be Payable by the successful bidder/ Lessee...

9. All electrical items required in the building i.e. "Biju Smruti Yatrinivas" shall be supplied by the successful bidder at his own cost.

10. The monthly water bill of Biju Smruti Yatrinivas Near Pantha Nivas shall be Payable by the successful bidder/ lessee.

11. The pipe line including Tap, Cistern etc will be repaired/ replaced of Biju Smruti Yatrinivas near Pantha Nivas by the successful bidder at his own cost.

12. The successful bidder shall make suitable interior decoration in the room, hall, reception place Where required.

13. The successful bidder shall supplied cot, bed sheet, pillow, matteress, bucket, mug, table chair and utensil material to Biju Smruti Yatrinivas Near Pantha Nivas at his own cost.
14 The successful bidder shall change or refill of fire extinguishers provide in Biju Smruti Yatriniwas near Pantha Nivas in three year interval or when require for safety.

15 Slaughterhouse will not be inside Biju Smruti Yatriniwas campus.

16 Rain water harvesting system will be provided in the campus by the lessee at his own cost.

17 Compost system of solid waste will be done in the campus of Biju Smruti Yatriniwas by the lessee at his own cost and use the compost in the garden.

18 The security deposit shall carry no interest. The security deposit is refundable to the allottees after vacation or cancellation of the contract. The security money is also liable to compensate any damage/loss, if caused to the premises in courses his/her possession.

19 If the allottee will be sublet / hire contract or propose to change of ownership of Biju yatri niwas allotted in his favour, the security amount / deposit will be forfeited and cancel the agreement and the contract will be allotted in favour of hireling / sublessee, if the hireling / sublessee will wish to deposit require processing fees, security deposit / amount desired by Municipal Authority and obey the terms and conditions of the Municipality

20 Monthly Rent-The lessee will deposit the Lease/contract amount within first week of the every months.

21 Any dispute arises between allottees & office, the decision of the Council will be final and binding to both parties.

22 All correspondence by the Paradeep Municipality to the applicant shall be made to the address mentioned in the applicant form, unless the changed address is intimated to the Paradeep Municipality in writing.

23 In case any notice send by Regd. Post is returned unreserved the same will be affixed in any conspicuous place of the Biju yatri niwas / house shall be deemed to be a proper & sufficient service of the notice on the allottees.

24 The allottees shall have no right to transfer or sublet the Biju yatri niwas to any body else including his/her heirs or successors without the prior permission of the Municipality.

25 The Biju yatri niwas can not be used for purpose other than the purpose for which it is allotted.

26 Additions & alternations in the structure of the Biju Smruti Yatriniwas is a subject to the premises and decision of the Municipal authority.

27 No dues to be pay against Paradeep Municipality.

28 Cooking will be allowed with cooking gas only to avoid smoke.

29 As per Govt. Guide line use of polythin (Plastic Bag) will prohibited.

30 The booking of Biju Smruti Yatriniwas will be always 1 st come 1 st serve basis.
31 The party will receive the amount fixed by Municipal Authority for rent and security purpose from the applicant and in no case not more than that.

32 The party shall have no right to make any addition or alteration to the original structure without the approval from the Paradeep Municipal Authority.

33 The successful Bidder will hand over the Biju Smruti Yatriniwas in the same condition to Municipal Authority after closing of Agreement.
**PART-II**

**FINANCIAL PROPOSAL**

Quoted Rates (To be furnished by the bidders)

<table>
<thead>
<tr>
<th>SI No</th>
<th>Job Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Quoted Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rate in Figures</td>
</tr>
<tr>
<td>1</td>
<td>Maintenance &amp; Operation of Biju Smruti Yatriniwans, near Pantha Nivas, Paradeep Municipality, Paradeep, Dist-Jagatsinghpur as per term &amp; conditions in the DTCN.</td>
<td>180</td>
<td>Per Month</td>
<td></td>
</tr>
</tbody>
</table>

(One item of work only)

<table>
<thead>
<tr>
<th>No. of correction</th>
<th>No. of interpolation</th>
<th>No. of over writing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of bidder

Executive Officer

**APPENDIX – A**

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPPELLING OF TENDERED OR ABANDONMENT OF WORK BY ME TENDERER

1. Is the tenderer currently involving in any litigation relating to the works. If yes: give details: Yes / No

2. Has the tenderer or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years: Yes / No

3. Has the tenderer or any of its constituent partner's failed to perform on any contract work in Sundargarh Municipality. If yes, give details: Yes / No

4. Note: If any information in this Appendix is found to be incorrect or concealed, qualification application will be summarily be rejected. Yes / No

Signature of the Tenderer
CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related/not related to any officer of the SUNDARGARH Municipality in the rank of Asst. Engineer or above I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD and ISD and I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of the contractor-

1. Address for correspondence-
   Phone No:
   Alternative phone No

2. Permanent Native address-
   Village ............................................
   Post ...................................................
   Dist ..................................................
   Pincode .............................................

Signature of Contractor.

APPENDIX – C

LIST OF SIMILAR NATURE OF CONTRACT

<table>
<thead>
<tr>
<th>Sl no</th>
<th>Name of Organisation</th>
<th>Place &amp; Location</th>
<th>Remarks if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(N.B.- Original completion certificate to be scanned along with above Appendix: "C")
LETTER FOR SUBMISSION OF TENDER

[To be filled in by the Bidder]

Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection.

(2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.

Ref. No. _______/Dated

To

The Executive Officer,
Paradeep Municipality, Paradeep.

Sub: Express of Interest for the Work - : “Lease of “BIJU SMRUTI YATRINIWAS” near Pantha Nivas, Paradeep for 25(Twenty five) years”

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to complete the work in time.

4) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of 90 (Ninty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature of the authorised signatory along with seal and address of the firm.
TENDER DECLARATION

[To be filled in by the tenderer]

I/We hereby tender for the Operate and Maintain for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said contract in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the condition and other documents referred to therein, which shall have to be approved by the Paradeep Municipal Council, Paradeep, and such other written instructions as may be given by the Municipality, Odisha from time to time for duly carrying out of the said contract and with such materials as are provided for in accordance with the conditions and special conditions hereto attached.

I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully. Should this tender be accepted.

I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer / Bidder
(Seal)

LETTER OF ACCEPTANCE OF TENDER

(To be filled in by The Executive Officer, Paradeep Municipality, Paradeep.)

The above tender is hereby accepted by me on behalf of Paradeep Municipal Council, Paradeep

The Executive Officer, Paradeep Municipality, Paradeep.
INFORMATION REGARDING TENDERER
(To be filled in by the Tenderer)

A. **In case of individuals:**

i. Name of Tenderer

ii. Whether his business is registered

iii. Date of commencement of business

iv. Whether he pays income tax each year.
   If yes, furnish particulars.

B. **In case of Partnership Firm:**

i. Names of partners

ii. Whether partnership is registered

iii. Date of establishment of the firm

iv. In case, income tax is paid by each
   Partner, the details to be furnished.

C. **In case of limited Liability Company:**

i. Amount of paid up capital

ii. Names of Directors

iii. Date of registration of the Company

iv. Copies of the last three year's balance
   sheets of the Company

**Signature of the Tenderer**
APPENDIX-I

DECLARATION BY THE TENDERER

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.

2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.

3. I solemnly pledge that I shall be sincere in discharging my duties as responsible bidder and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc

4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.

5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

Signature of the Tenderer