

**Request for Proposal to  
Upgrade, operate, manage, share and transfer  
Coffee Shop Counter at  
select Panthanivases**

**October 2019**

**Odisha Tourism Development Corporation Limited**  
**Panthanivas Old Block, Lewis Road, Bhubaneswar 751 014**  
**Phone: (0674) 243 1289, 243 2177 | Fax: (0674) – 243 1053**

## **1 INTRODUCTION**

- 1.1 Odisha Tourism Development Corporation (“**OTDC**”), a Government of Odisha undertaking, proposes to develop Coffee Shop at select Panthanivas units. OTDC is desirous of developing Coffee Shop facilities in select Panthanivases through Public Private Partnership on upgrade, operate, maintain, share and transfer basis.
- 1.2 OTDC proposes to lease the area in the Panthanivas units on an “as-is-where-is” basis for operation of Coffee Shop to a private player. The private player will manage the Coffee Shop on upgrade, operate, maintain, share and transfer basis. The details of the Project Site and the Project Facilities are provided in APPENDIX I – PROJECT SITE / PROJECT FACILITIES. The selected private player (the “**Selected Bidder**”) shall be responsible for the up-gradation, operation, maintenance, share and transfer of the Coffee Shop under, and, in accordance with the provisions of the Lease cum Operation Agreement (the “**Lease cum Operation Agreement**” or “**LA**”) to be entered into between OTDC and the Selected Bidder in the form provided by OTDC. OTDC will grant rights to the Selected Bidder to upgrade, operate and transfer the Coffee Shop for the term of the lease (the “**Lease Term**”).
- 1.3 The Lease cum Operation Agreement shall set forth the detailed terms and conditions for the grant of the lease to the Selected Bidder, including the scope of the Selected Bidder’s services and obligations. At the end of the Lease Term, the Project Facilities provided by OTDC and developed by the Selected Bidder shall revert back to OTDC, free of cost and free of all encumbrances.
- 1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder set forth in the Lease cum Operation Agreement or OTDC’s right to amend, alter, change, supplement or clarify the scope of work, the Lease to be awarded pursuant to this RFP or the terms thereof contained herein. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by OTDC.

## **2 BRIEF DESCRIPTION OF BIDDING PROCESS**

- 2.1 For the Coffee Shop Project, OTDC has adopted a single-stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Coffee Shop Project. Applicants (the "**Bidders**") are being called upon to submit their Bids pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by OTDC as part of this Bidding Process (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by OTDC, and all Bids shall be prepared and submitted in accordance with such terms. The Bid shall be valid for a period of not less than 12 months from the Bid Due Date (the "**Bid Validity Period**") or for any extended period that OTDC may notify at its sole discretion. OTDC reserves the right to reject the Bid which does not meet this validity requirement. Further details of the Bidding Process and the terms thereof are spelt out in this RFP.
- 2.2 The Bidders will need to meet the Eligibility Criteria given in Clause 0.
- 2.3 OTDC shall endeavor to adhere to the following bidding schedule:

<b>Sl. No.</b>	<b>EVENT DESCRIPTION</b>	<b>DATE</b>
1.	Issue of RFP	04.11.2019
2.	Last date for receiving queries on the RFP	10.11.2019
3.	Pre-Bid conference	16.11.2019
4.	Answering queries on RFP	18.11.2019
5.	Last date for submission of Bids ("the Bid Due Date")	23.11.2019 up to 3.00 P.M.
6.	Opening of Cover I & II	23.11.2019 at 4.00 P.M.
7.	Opening of Cover III of Qualified Bidders	To be intimated later by OTDC

**3 ELIGIBILITY CRITERIA**

3.1 The Bidders should meet the following Eligibility Criteria – both Operational Criteria and Financial Criteria – as prescribed below for submission of the Bid.

3.1.1 **Operational Criteria** – The Bidder should be a national Coffee Shop chains operating at least 3 Coffee Shop

OR

Agency authorised by such national Coffee Shop chain is also eligible to apply.

3.1.2 **Financial Criteria** – the Bidder should have a Net Worth as on 31<sup>st</sup> March 2019, of not less than Rs. 30,00,000 (Rs. Thirty lakh)

## **4 INSTRUCTIONS TO BIDDERS**

### **A GENERAL**

#### **4.1 General terms of bidding**

4.1.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Lease cum Operation Agreement (LA) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the LA.

4.1.2 All Bidders are required to submit their Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimize potential misunderstandings regarding interpretation of Bids by OTDC, the format in which Bidders have to specify the fundamental aspects of their Bid have been broadly outlined in this RFP.

4.1.3 Submission of Bid(s) in response to this RFP would have to be made in a separate sealed cover as indicated below:

- Part 1 Submission: General Documents –Cover 1
- Part 2 Submission: Eligibility Documents – Cover 2
- Part 3 Submission: Financial Proposal – Cover 3

The contents of each Cover are listed below:

- **Part 1 Submission: General Documents – Cover 1:** Bidder will be required to submit only one set of documents under Cover 1 as part of the Bid.
  - Covering letter in the format provided in APPENDIX II - FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING (Cover 1)
  - General Information of the Bidder in the format provided in APPENDIX III – GENERAL INFORMATION (Cover 1)
  - Power of Attorney for Bid signatory in the format provided in APPENDIX IV – FORMAT FOR POWER OF ATTORNEY FOR BID SIGNATORY (Cover 1)

- Bid Affidavit in the format provided in APPENDIX V – FORMAT OF BID AFFIDAVIT (Cover 1)
  - Bid undertaking in the format provided in APPENDIX VI – FORMAT OF BID UNDERTAKING (Cover 1)
  - Anti Collusion Certificate in the format provided in APPENDIX VII – ANTI-COLLUSION CERTIFICATE (Cover 1)  
Format for Letter of Commitment as per the format provided in APPENDIX VIII – **FORMAT OF LETTER OF COMMITMENT (Cover 1)**
  - Bank guarantee for Bid Security in the format provided in APPENDIX IX – FORMAT OF BANK GUARANTEE FOR BID SECURITY (Cover 1)
  - Demand draft for Tender Fee.
  - **Part 2 Submission: Eligibility Documents – Cover 2:** Bidders will be required to submit documents meeting the Eligibility Criteria specified in Clause 3.1 & 3.2 in the following formats:
    - Technical and financial details of the Applicant in prescribed format provided in APPENDIX X - FORMAT FOR ELIGIBILITY CRITERIA;
  - **Part 3 Submission: Financial Proposal – Cover 3:** Cover 3 containing the Financial Proposal.
    - Financial Proposal submitted in the format provided in APPENDIX XI – FORMAT FOR FINANCIAL OFFER (Cover 3)
- 4.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a Non-Responsive Bid.
- 4.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 4.1.6 The Bidding Documents including this RFP and all attached documents are and shall remain the property of OTDC and are issued to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all

information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Bid and any information provided along therewith by the Bidder within the Bid Due Date shall become the property of OTDC and OTDC shall not return the same to any Bidder.

4.1.7 This RFP along with its Appendices is not transferable.

4.1.8 Any award of the lease pursuant to this RFP shall be subject to the terms of Bidding Documents.

**4.2 Cost of bidding**

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

**4.3 Site visit and verification of information**

4.3.1 Bidders are encouraged to submit their respective Bids after visiting the area allocated for the Coffee Shops in the Panthanivas and ascertaining for themselves the site conditions, traffic, location, surroundings, access to site, applicable laws and regulations, and any other matter considered relevant by them.

4.3.2 It shall be deemed that by submitting a Bid, the Bidder has:

- Made a complete and careful examination of the Bidding Documents. Failure to comply with the requirements of the RFP shall be at the Bidder's own risk;
- received all relevant information requested from OTDC;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of OTDC relating to any of the matters referred to in Clause 4.3.1 above;
- satisfied itself about all matters, things and information including matters referred to in Clause 4.3.1 hereinabove necessary and required for submitting an informed Bid, execution of the Coffee Shop in accordance with the Bidding Documents and performance of all of its obligations there under;
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the

matters referred to in Clause 4.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc from OTDC, or a ground for termination of the LA.

- agreed to be bound by the undertakings provided by it under and in terms hereof

4.3.3 OTDC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by OTDC.

**4.4 Right to accept or reject any or all Bids**

4.4.1 Notwithstanding anything contained in this RFP, OTDC reserves the right to accept or reject any Bid, and to annul the Bidding Process, and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

4.4.2 OTDC reserves the right to reject any Bid and appropriate the Bid Security and encash the bank guarantee as per the provisions of Clause 6.1.5.

4.4.3 Any misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then OTDC reserves the right to:

- invite the remaining Bidders to submit Bids in accordance with Clause 9.3;
- take any such measure as may be deemed fit in the sole discretion of OTDC, including annulment of the Bidding Process

OTDC shall also have the right to appropriate the Bid Security or the Performance Security as the case may be, in the event of mis-representation by the Bidder(s).

4.4.4 In case it is found during evaluation or at any time before signing of the LA or after its execution and during the period of subsistence thereof, including the Lease thereby granted by OTDC, that one or more of the eligibility criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information,



- The Selected Bidder shall be disqualified forthwith if not yet appointed by issue of LoA.
- If the Selected Bidder has already been issued LoA and the Selected Bidder has entered into the LA with OTDC, the LA will be terminated, by a communication in writing by OTDC to the Bidder or the Selected Bidder.

In such an event, OTDC shall appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to OTDC for, inter alia, time, cost and effort of OTDC, without prejudice to any other right or remedy that may be available to OTDC under this RFP or law.

- 4.4.5 OTDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of OTDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OTDC there under.

## **B DOCUMENTS**

### **4.5 Clarifications**

- 4.5.1 To facilitate evaluation of Bids, OTDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The request for such clarifications or substantiation and the response shall be in writing or by facsimile. No material change in the Bid would be permitted by way of such clarification / substantiation submitted by the Bidder.
- 4.5.2 However, OTDC reserves the right not to respond to any question or provide any clarification or consider any amendment(s) suggested by the Bidders, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring OTDC to respond to any question or to provide any clarification or consider any amendment suggested by the Bidders.
- 4.5.3 OTDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by OTDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by OTDC or its employees or representatives shall not in any way or manner be binding on OTDC.

4.5.4 Bidders may note that subject to the provisions of Clause 4.5.3 above, OTDC will not entertain any deviations to the RFP at the time of submission of Bids or thereafter. Bid to be submitted by the Bidder would have to be unconditional and unqualified and the Bidder would be deemed to have accepted the terms and conditions of this RFP and all its contents including the terms and conditions of the draft LA. Any conditional Bid shall be regarded as Non-Responsive and would be liable for rejection.

**4.6 Amendment of RFP**

4.6.1 At any time prior to the Bid Due Date, OTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.

4.6.2 Any Addendum thus issued will be sent in writing and shall be binding upon all Bidders.

4.6.3 In order to afford the Bidders a reasonable time for taking into account the contents of any Addendum, or for any other reason, OTDC may, at its own discretion, extend the Bid Due Date by an appropriate period.

**5 PREPARATION AND SUBMISSION OF BIDS**

**5.1 Content, format, signing and submission of bids**

5.1.1 Bidders would provide all information as per this RFP and in the specified format. OTDC will evaluate only those Bids that are received in the required formats and are complete in all respects.

5.1.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

5.1.3 Each Bid shall be made in two separate sealed envelopes as specified in Clause 4.1.3 above, with each sealed envelope containing documents/information as tabulated in the above referred clause.

**5.2 Sealing and marking of Bids**

5.2.1 The Bidder shall prepare the Bids as per the directions provided in Clause 5.1.3 above. Considering the same, the Bidder shall prepare and seal and mark the bids as under:

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- Envelope 1 marked “Part 1 Submission of General Documents”
- Envelope 2 marked “Part 2 Submission of Eligibility Documents”
- Envelope 3 marked “Part 3 Submission of Financial Proposal” for Panthanivas

5.2.2 The Bidder shall then seal Envelope 1 marked “Part 1 Submission of General Documents”, Envelope 2 marked “Part 2 Submission of Eligibility Documents”, Envelope 3 marked “Part 3 Submission of Financial Proposal” in an outer envelope which shall be sealed and marked as “Bid for Operation of a Coffee Shop”.

5.2.3 Bidders can submit Bids for more than one Coffee Shop Project. Part 1 Submission and Part 2 Submission shall be common for all the Bids. Part 3 Submission needs to be submitted individually for each specific Panthanivas.

5.2.4 All envelopes, both inner and outer must be super scribed with the following information:

- Name and address of the Bidder
- Contact person with contact details – phone, fax no. and email address.

5.2.5 The Bidder shall submit one original set of documents comprising the Bid, clearly marked “ORIGINAL”. In addition, the Bidder shall make one (1) copy of the Bid, clearly marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

5.2.6 The envelopes marked “ORIGINAL” and “COPY” shall be addressed to:

Attn. of           Managing Director  
Address           Odisha Tourism Development Corporation Limited  
                      Panthanivas Old Block,  
                      Lewis Road, Bhubaneswar – 751 014, Odisha  
Phone            0674 – 243 1289, 243 2177  
Fax                0674 – 243 1053  
Email             otdc@odishatourism.gov.in

5.2.7 If the envelopes are not sealed and marked as instructed above, OTDC assumes no responsibility for misplacement or premature opening of the contents of the Bid submitted and such Bid – at the sole discretion of OTDC – may be deemed to be Non-Responsive and hence, would be liable for rejection.

5.2.8 Bidder can submit the Bid by registered post / courier or submit the Bid in person, so as to reach the designated address by the Bid Due Date. OTDC shall not be responsible for any delay in submission of the Bids. Any bids received by OTDC after the Bid Due Date shall not be opened.

5.2.9 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**5.3 Bid Due Date**

5.3.1 Bids should be submitted before **15:00 hours** on the Bid Due Date at the address provided in Clause 5.2.6 in the manner and form as detailed in this RFP. Proposal submitted by either facsimile, telex or email will not be accepted.

5.3.2 OTDC may, at its sole discretion, extend the Bid Due Date by issuing an Addendum – in accordance with Clause 4.6 – uniformly to all Bidders.

**5.4 Late Bids**

5.4.1 Bids received by OTDC after the time and date mentioned in the RFP shall not be eligible for consideration and shall be summarily rejected.

**5.5 Modifications / substitution / withdrawal of Bids**

5.5.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by OTDC prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

5.5.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5.2 before the Bid Due Date, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

5.5.3 Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by OTDC, shall be disregarded.

5.5.4 OTDC reserves the right to reject any Bid not submitted on time and which does not contain the information / documents as set out in this RFP.

5.5.5 The Cover 2 submission shall be opened after documents in Cover 1 are opened, processed & scrutinized in the presence of all Bidders who choose to be present, and whose Financial Proposals are to be opened. Only the Financial Proposals of Bidders whose Bids have been found to be responsive shall be opened and ranked as per the procedure prescribed under Clause 9.3.

**5.6 Language and currency**

5.6.1 The Bid and all related correspondence and documents should be in the English language. Supporting documents and printed literature furnished with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

5.6.2 The currency for the purpose of the Bid shall be Indian Rupees (INR).

**5.7 Confidentiality**

5.7.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising OTDC in relation to or matters arising out of or concerning the Bidding Process. OTDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. OTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or OTDC.

**5.8 Correspondence with the Bidder**

5.8.1 OTDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **6 BID SECURITY**

### **6.1 Bid Security**

- 6.1.1 Bid for each Panthanivas shall be accompanied by a bid security of Rs. 1,00,000 (Rupees one lakh only) (the "**Bid Security**"). It is clarified that Bidders submitting Part 3 Submission - Financial Proposal for "n" Panthanivas shall submit "n" numbers of Bid Security. Each Bid Security shall be valid till the date of submission of Performance Security, and may be extended as per the directions of OTDC from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security must be paid by way of a of an unconditional and irrevocable bank guarantee in favor of Odisha Tourism Development Corporation from a scheduled Bank in India that is not a Cooperative Bank or a Gramin Bank, and has a branch in Bhubaneswar, Odisha. The format of the bank guarantee is attached in APPENDIX IX – FORMAT OF BANK GUARANTEE FOR BID SECURITY (Cover 1) of this RFP. The bidder can also submit Bid Security in shape of D.D. drawn in favour of Managing Director, OTDC payable at Bhubaneswar.
- 6.1.2 Bid Security of non-selected Bidders would be returned on acceptance of the Bid of the Selected Bidder or if the Bidding Process is cancelled by OTDC.
- 6.1.3 The Selected Bidder's Bid Security can be withdrawn upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the LA. OTDC may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by the Selected Bidder in accordance with the provisions of the LA.
- 6.1.4 OTDC shall be entitled to appropriate the Bid Security and encash the bank guarantee as mutually agreed genuine pre-estimated compensation / damages on occurrence of any of the events specified in this RFP including Clause 6.1.5 herein below and any related Clauses in the LA. The Bidder, by submitting its Bid pursuant to this RFP, would be deemed to have acknowledged and confirmed that OTDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation on the Bid Security shall be given to any Bidder.
- 6.1.5 The Bid Security shall be appropriated by OTDC as mutually agreed genuine pre-estimated compensation and damages payable to OTDC for, inter alia, time, cost and

effort of OTDC without prejudice to any other right or remedy that may be available to OTDC hereunder or otherwise, under the following conditions:

- If a Bidder submits a non-responsive Bid;
- If a Bidder engages in Corrupt Practices, Fraudulent Practices, Coercive Practices, Undesirable Practices or Restrictive Practices as specified in Clause 10 of this RFP;
- If a Bidder modifies or withdraws its Bid except as provided in Clause 5.5,
- If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period, as extended by OTDC;
- If any information or document furnished by the Bidder is found by OTDC to be misrepresenting, misleading or untrue in any material respect
- In the case of Selected Bidder, if it fails within the specified time limit -
  - to sign the Letter of Award
  - to sign the LA and/or
  - to furnish the Performance Security for Operation Phase as per the provisions of this RFP; or
- In case the Selected Bidder, having signed the LA, commits any breach thereof prior to furnishing the Performance Security.

## **7 PERFORMANCE SECURITY**

- 7.1.1 The Bidders if declared as the Selected Bidder shall be required to submit Performance Security (the “**Performance Security**”) by way of an annual, revolving, unconditional and irrevocable bank guarantee, in favor of Odisha Tourism Development Corporation by a scheduled bank in India that is not a Cooperative Bank or a Gramin Bank and has a branch in Bhubaneswar, Odisha. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the LA. **The Performance Security shall be equal to the Annual Rental payable by the Selected Bidder.**
- 7.1.2 The Performance Security shall be paid for the first year on or before the date of signing of the Lease cum Operation Agreement. The Performance Security in the form of a bank

guarantee for each subsequent year should be submitted to OTDC by the Selected Bidder at least 7 days before the expiry of the existing bank guarantee – to ensure that the Performance Security is always valid.

- 7.1.3 The Performance Security shall be en-cashed at the sole discretion of OTDC towards any liquidated damages that may be payable by the Selected Bidder to OTDC and / or against termination eventualities attributed to the Selected Bidder, under the terms of the LA.

## **8 SPECIAL INSTRUCTIONS**

- 8.1 **Special Instructions:** The bidders are expected to make a site visit and make their evaluation on the investment required to augment it to a World Class Coffee Shop at their own cost.

### **8.2 LIST OF ITEMS TO BE SOLD**

Mandatory – Coffee, Tea

Desirable – Pizza, Burger, Sandwich, Patties, Bakery Items

Negative list – Lunch, Dinner & Cooked Snacks

## **9 SELECTION PROCESS**

### **9.1 Process**

- 9.1.1 The selection of the Selected Bidder will be done as follows –

- **Phase 1: Scrutiny of Part I submissions**
- **Phase 2: Eligibility Evaluation**
- **Phase 3 : Ranking of Financial Proposals**

Each of the above phases is explained as under.

### **9.2 Phase 1 – Scrutiny of Part I submissions**

- 9.2.1 Bids submitted by the Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-Responsive” if:

- It is not received by the Bid Due Date as specified in the RFP



- It does not include sufficient information for it to be evaluated (sufficient information means that for minor deviations, the information can be reviewed and evaluated by OTDC without communication with the Bidder)
- It is not in the formats specified which materially affects the evaluation process
- It is not signed and / or sealed in the manner and to the extent indicated in this RFP Document
- It is not accompanied by a valid Bid Security
- It is not accompanied by documents required as per this RFP Document
- It does not specify the Bid Validity
- There are inconsistencies between the Bid and the supporting documents
- The bid is not accompanied with the Tender Fees if not already paid.

9.2.2 OTDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OTDC in respect of such Bid.

9.2.3 In case a Bid is found to be responsive, it would be passed on to the next phase i.e. evaluation of Part II Submission – Eligibility Documents.

### 9.3 **Phase 2 – Eligibility Evaluation**

9.3.1 Once a Bid is found to be responsive, Part II Submission i.e. Eligibility Documents would be evaluated. In case Part II Submission is found to be inadequate, OTDC may request the Bidder for updations to the same or may in its sole discretion have the right to reject the Bid. Further, as part of Phase 2 of the evaluation process, OTDC may also require the Bidder to submit clarifications.

9.3.2 OTDC reserves the right to reject any Bid without opening Part III Submission i.e. Financial Proposal if in its opinion, Part II submission is not sufficiently responsive (sufficiently responsive means that for minor deviations, the information can be reviewed and evaluated by OTDC without communication with the Bidder)

9.3.3 Bidder whose Bids are found to be eligible after Phase 2 of the evaluation process shall be termed as “Qualified Bidders”. Bids not found to be responsive after Phase 1 of the

evaluation process and / or eligible after Phase 2 of the evaluation process, shall be termed as “Disqualified Bidders”. They shall be notified in writing by OTDC and their Bid Security shall be returned to them in accordance with the provisions of this RFP.

**9.4 Phase 3 – Ranking of Financial Proposals**

9.4.1 In this phase of selection, OTDC will open the Financial Proposals of the Bidders who have cleared Phase 1 & 2 of the selection process.

9.4.2 The Financial Proposals shall be opened on the date specified in the Bidding Schedule provided under Clause 2.3 or any other extended date, as intimated by OTDC, in the presence of the representatives of all concerned Bidders, who choose to attend.

9.5 OTDC may choose to accept the Bid of the Selected Bidder based on the short-listing in Stage-II and highest financial bid and invite the preferred Bidder for further negotiations or reject any offer including the highest offer.

**9.6 Process after identification of Selected Bidder**

9.6.1 In the event of acceptance of the Selected Bidder, OTDC shall notify the Selected Bidder for each Panthanivas, through a Letter of Allotment (the “LoA”) (to be issued in duplicate) that its Bid has been accepted subject to the provisions of Clause 9.6.2 of this RFP.

9.6.2 The Selected Bidder for each Panthanivas shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, OTDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security and en-cash the bank guarantee of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by OTDC on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.

9.6.3 As a precondition to the execution of the LA, OTDC shall require the Selected Bidder for each Panthanivas to make the payment of the Upfront Payment and first installment of the Annual Rental on or before the signing of the LA.

- 9.6.4 The Selected Bidder for each Panthanivas shall be required to execute the LA within 30 days of the issue of the LoA by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the LA.
- 9.6.5 LA would be executed by OTDC only upon the payment of the Upfront Payment and the first installment of the Annual Rental and after the satisfaction of all the requirements / conditions prescribed in the RFP.
- 9.6.6 Failure of the Selected Bidder to comply with the requirements of one or more of Clauses 7.1.1, 9.6.3 or 9.6.4 of this RFP shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the Bid Security.

## **10 ROLES AND RESPONSIBILITIES OF THE SELECTED BIDDER**

- 10.1 The Selected Bidder will be handed over the Project Facilities by OTDC on an “as-is-where-is” basis.
- 10.2 The Selected Bidder is expected to upgrade, operate, maintain, share and transfer the Coffee Shop Project.
- 10.3 The Coffee Shop design and layout for up-gradation would require the approval of OTDC.
- 10.4 The Selected Bidder would operate the Coffee Shop for the Lease Term as per the provisions of the Lease cum Operation Agreement including the responsibility for the internal furnishing of the Project Facilities.
- 10.5 The Selected Bidder shall be responsible for maintaining health and hygiene standards at the Project Site & Project Facilities and providing quality services to tourists.
- 10.6 The Selected Bidder shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under the Lease cum Operation Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Coffee Shop are met.
- 10.7 All necessary clearances and permits required from the relevant authorities should be obtained by the Selected Bidder and the Selected Bidder shall adhere to all relevant regulations.

- 10.8 The Selected Bidder shall obtain all licenses from relevant authorities for the operation of the Coffee Shop.
- 10.9 The Selected Bidder shall clearly indicate OTDC as the owner of the premises in all advertisement and publicity materials
- 10.10 The Selected Bidder would hand over the Project Facilities to OTDC at the end of the Lease Term or on termination of the LA, on as “as-is-where-is” basis, free of all cost and encumbrances.

## **11 SUPPORT OF OTDC FOR THE PROJECT**

- 11.1 OTDC will facilitate the Selected Bidder in obtaining clearance and approvals for the Coffee Shop Project.
- 11.2 The project site details provided by OTDC are provided in APPENDIX I – PROJECT SITE / PROJECT FACILITIES.
- 11.3 OTDC will not interfere in the management and day to day operations of the Coffee Shop Project.

## **12 LEASE TERM AND RENEWAL**

- 12.1 The Lease Term for the Coffee Shop shall be 3 (three) years from the Appointed Date i.e. the date on which both OTDC as well as the Selected Bidder fulfill their respective Conditions Precedent, as per the provisions of the LA and as forthwith jointly certified in writing by the authorized representatives of OTDC and the Selected Bidder as per the provisions of the LA.
- 12.2 The aforesaid Lease Term would be extended on mutually agreed terms and conditions and in accordance with best business practices then prevalent. In the event that the Selected Bidder and OTDC are not able to arrive at mutually agreeable terms & conditions for the renewal of the Lease Term, then OTDC shall have the right, towards the end of the Lease Term, to invite fresh bids from interested parties to upgrade, operate and manage the Coffee Shop Project. In this scenario, the Selected Bidder shall have the right of first refusal i.e. the right to match the highest financial bid received by OTDC, provided OTDC is satisfied with the Selected Bidder with regard to observance of the terms & conditions of the LA during the validity of the LA.

- 12.3 In case of non-renewal of the LA beyond the Lease Term, the Selected Bidder shall hand over the Project Facilities (as defined in the LA) including the Project Site on which the same has been developed along with movable and immovable assets and all rights thereto to OTDC free of cost and free of all encumbrances.

### **13 PAYMENTS**

- 13.1 The Selected Bidder should make all payments towards Annual Rental by means of a demand draft in favor of **Odisha Tourism Development Corporation** drawn on a scheduled bank that is neither a Gramin Bank nor a Co-operative Bank and has a branch at Bhubaneswar, Odisha.

- 13.2 In addition to the above, the Selected Bidder shall be responsible for payment of all duties and taxes related to the lease. Further, the Selected Bidder will also pay GST and / or any other applicable taxes, charges, surcharges or levies in relation to the various payments to be made by the Selected Bidder.

- 13.2.1 The principal contract between OTDC and the Selected Bidder shall be the Lease cum Operation Agreement (LA).

### **14 FRAUDULENT PRACTICES AND CORRUPT PRACTICES**

- 14.1 Without prejudice to the rights of OTDC hereinabove and the rights and remedies which OTDC may have under the LoA or the LA, if a Bidder or Selected Bidder, as the case may be, is found by OTDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the LA, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by OTDC during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by OTDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

**15 MISCELLANEOUS**

15.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

15.2 OTDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- consult with any Bidder in order to receive clarification or further information;
- retain any information and / or evidence submitted to OTDC by, on behalf of, and / or in relation to any Bidder; and/ or
- independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

15.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases OTDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

**16 APPENDIX I – PROJECT SITE / PROJECT FACILITIES**

The Coffee Shop space details have been provided for all the proposed locations in the table below –

<b>Name of Panthanivas</b>	<b>Total available space (in sq.ft)</b>
Bhubhaneswar	375
Khandagiri	882
Dhuli	120

**17 APPENDIX II - FORMAT FOR COVERING LETTER-CUM-PROJECT**

**UNDERTAKING (Cover 1)**

(On the letterhead of the Bidder)

Date:

To

Managing Director

Odisha Tourism Development Corporation Limited

Panthanivas Old Block,

Lewis Road

Bhubaneswar – 751 014

Dear Sir:

**Sub: Bid for setting up a Coffee Shop at Panthanivas \_\_\_\_\_**

**Ref: RFP for setting up a Coffee Shop at the Panthanivas units, issued by OTDC**

Being duly authorized to represent and act on behalf of.....  
(hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the proposal requirements and information collected and provided to us by OTDC in respect of the captioned Coffee Shop Project, the undersigned hereby submits the Proposal on behalf of (Name of the Bidder) in response to the RFP for the abovementioned Coffee Shop in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our proposal is valid for a period of 12 months from (insert the proposal Due Date)

We understand that any omission, commission, miss-statement in factual statements made by us will make our Bid invalid at any time during the course of Bidding Process and also after award of the Coffee Shop Project. OTDC reserves the right to take appropriate action accordingly. We understand that OTDC reserves the right to accept or reject any or all the Bids and reserves the right to withhold and/or cancel the Bidding Process.



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Coffee Shop Counter at select Panthanivases***

*We also hereby agree and undertake as under:*

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Lease cum Operation Agreement.

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)*

**18 APPENDIX III – GENERAL INFORMATION (Cover 1)**

1. Bidder details
  - a. Name of the Bidder
  - b. Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)
  - c. Country of incorporation
  - d. Address of corporate headquarters and its branch office(s), if any, in India
  - e. Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business
3. Details of individual (s) who will serve as the point of contact / communication within the Company:
  - a. Name
  - b. Designation :
  - c. Company :
  - d. Address :
  - e. Telephone Number :
  - f. E-Mail Address :
  - g. Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
  - a. Name :
  - b. Designation :
  - c. Address :
  - d. Phone No. :
  - e. Fax No. :

.....  
Signature of the Authorized Person  
(Name, Designation and Address)

**19 APPENDIX IV – FORMAT FOR POWER OF ATTORNEY FOR BID SIGNATORY**

**(Cover 1)**

(On Stamp Paper of relevant value and duly attested by notary public)

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for operation of a Coffee Shop at the Panthanivas \_\_\_\_\_, Odisha (‘ Coffee Shop Project’), including signing and submission of all documents and providing information/ responses to OTDC in all matters before OTDC, and generally dealing with OTDC in all matters in connection with our Bid for the said Coffee Shop Project. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant’s Signature  
(Name, Title and Address)

I Accept  
Attorney Signature  
(Name, Title and Address of the Attorney)

Attested  
Executant

**Notes:**

1. To be executed by the sole Bidder
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**20 APPENDIX V – FORMAT OF BID AFFIDAVIT (Cover 1)**

*(To be furnished by the bidder on a Rs. 100- non-Judicial Stamp Paper and notarized)*

I, the undersigned, do hereby certify that all statements made in the bid 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 OTDC to verify this statement or regarding my (our) competence and general reputation.

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

Deponent

(Signed by an authorized signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

**21 APPENDIX VI – FORMAT OF BID UNDERTAKING (Cover 1)**

Date: \_\_\_\_\_

To  
Managing Director  
Odisha Tourism Development Corporation Limited  
Panthanivas Old Block,  
Lewis Road  
Bhubaneswar – 751 014

Dear Sir:

**Ref: Bid for setting up of a Coffee Shop at the Panthanivas \_\_\_\_\_**

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

We hereby declare that we have read and understood the rules governing the development and operation of a Coffee Shop at the Panthanivas \_\_\_\_\_, 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 Coffee Shop setting project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the OTDC, in this RFP and Coffee Shop Agreements including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the OTDC in this regard.

We also commit to abide by the decision of OTDC on all matters relating to the implementation of the Coffee Shop and thereafter, the Operations and Maintenance of the Coffee Shop at the \_\_\_\_\_ Panthanivas.

For and on behalf of:

(Signature of the authorized person)

Name of the person:

Designation:

Signed by the Bidder

***Request for Proposal  
Coffee Shop Counter at select Panthanivases***

**22 APPENDIX VII – ANTI-COLLUSION CERTIFICATE (Cover 1)**

(To be furnished by the bidder on their letter heads)

Date: \_\_\_\_\_

To  
Managing Director  
Odisha Tourism Development Corporation Limited  
Panthanivas Old Block,  
Lewis Road  
Bhubaneswar – 751 014

Dear Sir:

**Ref: RFP for setting up a Coffee Shop at the Panthanivas \_\_\_\_\_**

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2019

Name of the Bidder

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person



**23 APPENDIX VIII – FORMAT OF LETTER OF COMMITMENT (Cover 1)**

*(To be submitted by the Bidding Company)*

To  
Managing Director  
Odisha Tourism Development Corporation Limited  
Panthanivas Old Block, Lewis Road  
Bhubaneswar – 751 014

Dear Sir:

**Ref: Grant of Lease for setting up a Coffee Shop at the Panthanivas \_\_\_\_\_**

This has reference to the Bid being submitted by \_\_\_\_\_ *(name of Bidding Company)*, in respect of the aforementioned Coffee Shop Project.

We hereby confirm the following:

We, \_\_\_\_\_ have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

1. The Request for Proposal and the other Bidding Documents issued by OTDC
2. All subsequent communications between OTDC and the Bidder, represented by \_\_\_\_\_ *(name of Bidding Company)*
3. The Bid being submitted by \_\_\_\_\_ *(name of Bidding)*

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2019

For \_\_\_\_\_  
*(Name & Designation of person signing on  
behalf of the Bidder)*

**24 APPENDIX IX – FORMAT OF BANK GUARANTEE FOR BID SECURITY (Cover 1)**

(To be issued by a Scheduled Bank in India)

*(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Odisha)*

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_.

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Head Office / Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The Odisha Tourism Development Corporation Limited, (hereinafter called "OTDC") having its office at Panthanivas Old Block, Lewis Road, Bhubaneswar 751 014, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS, M/s. \_\_\_\_\_ Ltd., , having its registered office at \_\_\_\_\_ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid to set up a Coffee Shop at the \_\_\_\_\_ Panthanivas (hereinafter referred to as the Bid).

And WHEREAS, in terms of the RFP, the Bidder is required to furnish to Odisha Tourism Development Corporation (**OTDC, which expression shall include its successors and assigns**), a Bank Guarantee for a sum of Rs 1,00,000 (Rupees One lakh only) towards \_\_\_\_\_ for the aforesaid Bid.

KNOW ALL MEN by these presents that we, as the Guarantors are bound to OTDC, to pay to it, in terms of this Deed of Guarantee, on behalf of ----- [*Insert the name of the Bidding Company*] the sum of Rs. 1,00,000 (Rupees One lakh only). The Guarantor binds itself and its

successors and assigns by these presents. This Bank Guarantee is irrevocable and issue of any prior notice by OTDC for invoking it is hereby waived.

Sealed with the Common Seal of the Bank this \_\_\_\_ day of \_\_\_\_ 2019

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to OTDC an amount not exceeding **Rs. 1,00,000 (Rupees One lakh only) (hereinafter referred to as the Guaranteed Amount)**, within 5 days of receipt of a written demand from OTDC calling upon the Guarantor to pay the said amount.
- b) The Bid security shall be forfeited in the following cases:
  - If in OTDC's opinion, the Bidder has committed a material breach of any of the terms and / or conditions contained in the RFP and / or subsequent communication from OTDC in this regard; and / or
  - If the Bidder modifies or withdraws the Bid except as provided in Clause 5.5 of the RFP and / or
  - If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and / or
  - If the Bidder fails or refuses to execute the Letter of Allotment(in the event of the award of the Coffee Shop to it) within the time limit specified for the same; and / or
  - If the Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by OTDC; and / or
  - If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect
- c) Any such demand made on the Guarantor by OTDC shall be conclusive and absolute as regards the forfeiture of the Guaranteed Amount due and payable by the Guarantor under this Guarantee.
- d) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of OTDC is disputed by the Bidder or not.

**Request for Proposal  
Coffee Shop Counter at select Panthanivases**

- e) This Guarantee shall be irrevocable and remain in full force for a period of 6 (Six) Months from \_\_\_the \_\_\_\_\_, \_\_\_ or for such extended period as may be mutually agreed between OTDC and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- f) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder / the Guarantor or any absorption, merger or amalgamation of the Bidder/ the Guarantor with any other person.
- g) In order to give full effect to this Guarantee, OTDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non-exercise / delayed exercise of any of its rights by OTDC against the Bidder or any indulgence shown by OTDC to the Bidder and the Guarantor shall not be relieved from its obligations under this bank guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of OTDC or any indulgence by OTDC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- h) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and Delivered by \_\_\_\_\_ Bank

by the hand of Mr/Ms \_\_\_\_\_

its \_\_\_\_\_ and authorised official

(Bank's Seal to be affixed)

**25 APPENDIX X - FORMAT FOR ELIGIBILITY CRITERIA (Cover 2)**

**A. Format for submission of details of Coffee Shops operated by the Bidder**

	<b>Name of the Coffee Shop</b>	<b>(place of the Coffee Shop</b>	<b>Location</b>	<b>State</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**B. Format for Net Worth and Annual Net Disposable Surplus**

Applicant Type	Net Worth as on 31st March, 2019
Net Worth	

- ❖ The Applicant should provide a C.A. Certificate specifying the Net Worth.

**26 APPENDIX XI – FORMAT FOR FINANCIAL OFFER (Cover 3)**

Date:

To  
Managing Director  
Odisha Tourism Development Corporation Limited  
Panthanivas Old Block,  
Lewis Road  
Bhubaneswar – 751 014

Dear Sir:

**Ref: Financial Offer for setting up a Coffee Shop at the Panthanivas at \_\_\_\_\_**

I/ we offer to Upgrade, Operate & Manage the above mentioned Coffee Shop on the stipulated terms and conditions and other particulars therein. I / we hereby submit our unconditional financial offer as follows:

I / we hereby offer and agree to pay Rs. \_\_\_\_\_ (*Rupees* \_\_\_\_\_) as Annual Rental for the 1<sup>st</sup> year and also agreed to pay the rental with annual increase of 10% on year to year compound basis .

This proposal and all other details furnished by us shall constitute a part of our Bid. I / we understand that OTDC is not bound to accept the highest or any Bid received.

I/ we agree that my / our Bid shall remain valid for a period of 12 months from the Bid Due Date prescribed for submission of proposal. I / we confirm that our Financial Offer is unconditional and that we accept all terms and conditions specified in the RFP. I/ we agree to bind by this offer if we are the Selected Bidder.

For and on behalf of:

Signature:

(Authorised Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

SEAL OF THE BIDDING ENTITY