



**OFFICE OF THE BALASORE MUNICIPALITY, BALASORE.**

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No 5405 /

Date 24/08/2022

**Addendum Notice**

Further to Auction call notice no 5367 dated 20/08/2022 regarding the lease of municipality guest house, there is a lacuna in the tender notice.

Hence 13 numbers of pages are added with this addendum notice and you are requested to download it from balasore district website <http://baleswar.nic.in>.

  
Executive officer  
Balasore Municipality

# Expression of Interest

FOR

LEASE OF MUNICIPALITY GUEST HOUSE AT O.T.ROAD, BHASKARGANJ (FORMERLY KNOW AS KALINGA HOTEL) BALASORE, ODISHA FOR THE PURPOSE OF HOTELS / BANKS / OTHER FINANCIAL INSTITUTIONS / OFFICE /KALYAN MANDAP/ EDUCATIONAL INSTITUTIONS / RESTURANTS / CORPORATE OFFICES AND OTHER PERMITTED COMMERCIAL USE on "AS IS WHERE IS BASIS".



**BALASORE MUNICIPALITY  
BALASORE**

## SECTION-II

### GUIDELINES TO BIDDERS

#### **1. DEFINITIONS**

- a) The **Contract** means the documents forming the EOI document and acceptance thereof and the formal agreement executed between the competent authority on behalf of Balasore Municipality and the bidder, together with the documents referred to therein including these conditions and instructions issued from time to time by the Executive Officer, Balasore Municipality and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
  - b) The **Site or Area** shall mean the vacant space or any area which is to be given on rent.
- c) The **BIDDER** shall mean eligible organization/ individuals bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- d) The **Balasore Municipality** having its registered office at Motiganj, Puruna Balasore Road, Balasore and shall include their legal representatives, employees and permitted assigns.
- e) The E.O means the Executive Officer who shall be in-charge of the building and who shall sign the agreement on behalf of the Balasore Municipality.
- f) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

#### **2. SCOPE OF TENDER**

- a) Balasore Municipality intends to lease out the municipality guest house at OT road, Bhaskarganj, Balasore on lease to the organizations as mentioned above. The Bidder may visit the site and to get its knowledge on the locality or to gather all the requisite information for quoting his rates.
- b) Preferably, the initial leasing period will be for 10 years subject to further extension.
- c) The quoted price shall be as per monthly rate and is to be payable to Balasore Municipality.
- d) The bidder shall categorically mention the purpose of leasing the area.
- e) The selected Bidder shall have to sign the lease agreement within 15 days of the acceptance of his bid.
- f) Any addition / alteration needed by Lessee will be carried out by Lessee only at his own cost after obtaining prior approval from Balasore Municipality.

#### **3. DECLARATIONS**

The bidder shall be required to furnish the declaration as per Section III, along with the bid.

#### **4. BID / EOI DOCUMENTS**

The appraisal requirements, bidding procedures and contract terms and conditions are prescribed in the EOI Documents. The Bid / EOI documents include the following:

- |                           |            |
|---------------------------|------------|
| (a) Notice Inviting EOI   | Section-I  |
| (b) Guidelines to Bidders | Section-II |

(c) Commercial Conditions of Contract	Section-III
(d) Declaration	Section-IV
(e) Bid Forwarding letter	Section-V
(f) Letter of authorization to attend bid opening	Section-VI
(g) Details of Locations	Section-VII
(h) Proforma for Declaration for downloaded EOI document	Section-VIII
(i) Price Schedule (Financial Bid)	Section-IX

The Bidder is expected to examine all instructions, forms, terms and conditions in the EOI Documents. Failure to furnish any information required as per the EOI Documents or incomplete submission of the bids document in any respect shall be at the bidder's risk and may result in rejection of the bid.

## **5. MISCELLANEOUS**

The Bidder must use only the prescribed Proforma for the bid document issued by Balasore Municipality or downloaded from the municipality Web site <http://www.baleswar.nic.in/> in the same form in A4size paper.

- a. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- b. No conditional bid including conditional rebate / enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- c. This bid document shall form a part of the contract agreement.
- d. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- e. Balasore Municipality also reserve the right to itself to reject any or all the bids without assigning any reason thereof.
- f. If the date fixed for opening of bids is subsequently declared as holiday by the Balasore Municipality, therevised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- g. Any clarification issued by Balasore Municipality in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.

## **6. METHOD OF APPLICATION**

- a) Over-writing should be avoided. Correction, if any, should be made up by neatly crossing out, initialing, dating and rewriting. Correction fluid/tape should not be used.
- b) The Bidder or his authorized representative shall sign and put his seal on each page of the EOI document before submission in token of acceptance of the terms and conditions of the bid.

## **7. SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:**

- a) The Bid shall be in two bid system.
- b) The Bid to be submitted in the sealed envelopes in the following manner:-
  - i. The third envelope (sealed) super scribed thereon "lease of municipality guest house for the above said purpose on "as is where is basis" on Office of the Balasore Municipality, Motiganj, Puruna Balasore Road, Balasore, Odisha."

should contain the following two envelopes.

- ii. The first envelope (sealed) superscribed thereon "Eligibility details" should contain the, the DECLARATION as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
  - iii. The second envelope (sealed) superscribed thereon "Financial Bid" should contain financial bid in the prescribed Proforma .
  - iv. Any deviation from the above manner shall render the bid liable for rejection.
- c) The bidders should submit their bid on the prescribed time and date at the address mentioned above:
  - d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
  - e) The Eligibility-cum-Technical Bid will be opened in the presence of the representatives of the bidders at 17.00 hrs. on 30/08/2022.
  - f) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the representatives of the bidders.
  - g) The bidders' representatives who are present at the time of opening of bid shall sign the attendance register. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.
  - h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
  - i) The Bidders' names, modifications, bid withdrawals and such other details as the Balasore Municipality may at its discretion, consider appropriate will be announced at the time of opening.
  - j) The un-opened bids shall be returned to the bidder after final decision is taken on the bids.

## **8. CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED IN BID:**

- a) Eligibility cum Technical Bid:
  - i. Declaration in the prescribed Proforma.
  - ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
  - iii. Proof of eligibility i.e.
    - A. For Central and State govt. departments, PSUs, autonomous bodies, semi govt. bodies & scheduled banks, – A statement on the letter head of the department / company giving details about their organization.
    - B. For international bodies - A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
    - C. For reputed private companies – Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
- b) Financial Bid:- The Bidder shall quote the price per month for the location applied for over and above the base price.

- c) Prices indicated shall be exclusive of taxes and operational & maintenance(O&M) charges in the proforma.

The Maintenance charges includes the emergency maintenance on need basis of these services. Replacement of any Electrical / Water supply fitting / fixtures has to be done by the tenant at their own cost. The operational & maintenance charges (O&M) of various amenities like Security, Housekeeping, DG set, sewage disposal etc. shall be borne by tenants also.

## **9. SECURITY DEPOSIT**

- i. The Successful Bidder shall furnish Balasore Municipality a sum of **Rs..36,00,000 (Rupees Thirty Six Lakhs Only)** as advance rent of one year in the form of Demand Draft drawn on Scheduled Bank in favor of Executive Officer, Balasore Municipality within 7 days after thereceipt of the LOI along with Draft lease agreement. The Security Deposit shall be accompanied by two copies of the Agreement. This shall be followed by signing of the Agreement with Balasore Municipality, within seven days of the receipt of Security Deposit.
- ii. The proceeds of the Security Deposit shall be payable to the Balasore Municipality as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the lease agreement.
- iii. The Security Deposit will be discharged by the Balasore Municipality after successful completion of the lease period.

## **10. EVALUATION OF BIDS:**

The evaluation and comparison of bids shall be based on the rentals offered in the Price.

## **11. Balasore Municipality'S RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS**

- a. Balasore Municipality reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of lease without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Balasore Municipality's action.
- b. Balasore Municipality reserves the right to lease out the premises of same location to different bidders.

## **12. ISSUE OF LETTER OF INTENT (LOI)**

- i. The issue of an LOI shall constitute the intention of the Balasore Municipality to enter into an agreement with the bidder for leasing the premises.
- ii. Within 7 days of issue of the LOI, the bidder shall give its acceptance along with Security Deposit in conformity with terms of bid document.

## **13. SIGNING OF CONTRACT**

- i. The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). Detailed lease agreement shall be signed within seven days from the date of receipt of Security Deposit.

**14. ANNULMENT OF AWARD** Failure of the successful bidder to comply with the requirement of clause 9 (i) shall constitute sufficient ground for the annulment of the award in which event the Balasore Municipality shall call for fresh bids.

## **SECTION III**

### **COMMERCIAL CONDITIONS OF CONTRACT**

#### **1. TERMS & CONDITIONS**

The general terms and conditions of lease are given in Standard Lease Agreement provided.

#### **2. LIQUIDATED DAMAGES**

Should the Bidder fail to perform contractual obligations including payment of monthly lease rent within the period prescribed, the Balasore Municipality shall be entitled to recover amount with interest at the rate of bank rate PLR SBI plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the Balasore Municipality shall be final and not challengeable by the bidder.

#### **3. TERMINATION FOR DEFAULT**

The Balasore Municipality may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part,

- a) If the bidder fails to meet its contractual obligations within the time period (s) specified in the lease agreement, or any extension thereof granted by the Balasore Municipality pursuant to clause 12, Section I; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the Balasore Municipality may authorize in writing) after receipt of the default notice from the Balasore Municipality.

#### **4. TERMINATION FOR INSOLVENCY**

The Balasore Municipality may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Balasore Municipality.

**SECTION IV**  
**DECLARATION**

**To,**  
**The Executive Officer,**  
**Balasore Municipality,**  
**Balasore, Odisha**

*Sub: Submission of EOI for “leasing out of municipality guest house for hotels, restaurants, kalyan mandaps, hostels, financial institutions, educational institutions, corporate offices, etc. “as is where is basis” at OT road, Bhaskarganj, Balasore, Odisha.”*

Dear Sir,

I/We have read and examined the EOI document, terms and Conditions thereof and other documents and Rules referred to in the EOI document and all other contents in the EOI document for leasing out the municipality guest house.

I/We hereby submit our bid for as per the stated scope of work within the specified time schedule.

I/We hereby submit all the documents mentioned in the EOI document.

The purpose of use the space is.....

I/We agree to keep the offer open for Sixty (60) days from the last due date of submission thereof and not to make any modifications in its terms and conditions. If, I/We withdraw my/our offer before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in my/our offer Balasore Municipality shall without prejudice to any other right or remedy, be at liberty to cancel the bid. Further, if I/We fail to occupy the space allotted to us within one month and fail to sign the lease deed within prescribed time, I/We hereby agree that the said Balasore Municipality shall without prejudice to any other right or remedy, be at liberty to cancel the bid.

Place:

**Seal of Bidder**

Date:

**Signature of the Bidder**

**SECTION V**

**BID FORWARDING LETTER**

**EOI No:**

**Dated:**

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**To,  
The Executive Officer,  
Balasore Municipality,  
Balasore, Odisha**

Dear Sir,

1. Having examined the conditions of EOI document and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take Balasore Municipality premises on lease in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.
3. We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this ..... day of..... 2022

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of .....

witness .....

Address .....

Signature

**SECTION VI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before the date of bid opening)

**To,  
The Executive Officer,  
Balasore Municipality,  
Balasore, Odisha**

Subject: Authorization for attending bid opening on **(date)** in the EOI of

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Following persons are hereby authorized to attend the bid opening for the EOI mentioned above on behalf of .....(Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
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I.

II.

Alternate

Representative

Signatures of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

## **SECTION-VII**

Municipality Guest House at OT road, Bhaskarganj, Balasore on as is where is basis.	
Name of the District	Balasore
Name of the city/Town/Village	Balasore Municipality
Name of the Building with complete Address	Municipality Guest House at OT road, Bhaskarganj, Balasore, Odisha
Description of the property.	Municipality Guest House at OT road, Bhaskarganj, Balasore, Odisha  <b>It is well ventilated and is suitable</b> for the purpose of hotels, restaurants, kalyan mandaps, hostels, financial institutions, educational institutions, corporate offices, etc. . It is located in the heart of Balasore City and well connected by main road.
Carpet area with Floor(s) on which the vacant space is available.	3777 Sq.ft
Purpose	It is suitable for the purpose of hotels, restaurants, kalyan mandaps, hostels, financial institutions, educational institutions, corporate offices, etc. use
Whether Parking facilities available	1800 Sq.ft
Lift availability	No
AC environment availability	To be provided by the occupant.
Power back up availability	No, to be provided by the occupant.
Common security	No
Land Mark	Near Gandhi Smruti Bhawan
Contact Numbers for further details	Prashant Kumar Mallick, Mobile No-8861094181

**SECTION VIII**

**(DECLARATION TO BE GIVEN BY THE BIDDERS WHO HAVE DOWNLOADED THE EOI DOCUMENT FROM THE WEB)**

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It is to certify that

1. I / We have submitted the bid in the Proforma as downloaded **directly from the website.**
2. I / We have submitted EOI documents **which are same / identical** as available in the website.
3. I / We have **not made any modification / corrections / additions etc.** in the EOI documents downloaded from web by me / us.
4. I / We have checked **no page is missing** and all pages are available & that all pages of EOI document submitted by us are **clear and legible.**
5. I / We have **signed (with stamp) all the pages** of the EOI document before submitting the same.
6. I / We have sealed the EOI documents properly before submitting the same.
7. I / We have read carefully and understood the important instructions to the all bidders who have downloaded the tenders from the web.
8. In case at any stage later, it is found there is difference in our downloaded EOI documents from the original, Balasore Municipality shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
9. In case at any stage later, it is found that there is difference in our downloaded EOI documents from the original, the lease agreement will be cancelled. The department will not pay any damages to me / us on this account.
10. In case at any stage later, it is found that there is difference in our downloaded EOI documents from the original, I / We may also be debarred for further participation in the EOI for Balasore Municipality.
11. In case any of the information/ documents found false or misleading or any of the certificate (s) are found fake at any stage, the bidder will be black listed for two years. Further all kind of security deposit will also be forfeited.

Dated.....

(BIDDER)  
(SIGN WITH SEAL)  
ADDRESS: .....  
PHONE Nos: .....  
Mobile No:.....  
E-MAIL .....

**SECTION IX**

**Price Schedule**

**Financial Bid**

**To,  
The Executive Officer,  
Balasore Municipality,  
Balasore, Odisha**

Sir,

With reference to the **EOI No:** \_\_\_\_\_ **Dated** \_\_\_\_\_, I/We offer the following price to take the said premise of CDA on lease basis in accordance with the terms and conditions mentioned therein, as under:

**Municipality Guest House at OT Road, Bhaskarganj, Balasore**

Sl. No.	Station / Location	Property	Floor	Carpet area in Sqft.	Monthly Lease rent per Square Foot of carpet area excluding GST & applicable taxes and Operational taxes and O&M I charges (In Rupees)	Likely Usage of rented space
1.	<b>Municipality Guest House at OT Road, Bhaskarganj, Balasore</b>	Municipality Guest House	2 floors	3777.00 Sqft		

Yours Faithfully,

Signature of the Authorized Signatory of the Bidder with seal

Note:

- i. Amount to be mentioned clearly in Indian form of international numerals.
- ii. No corrections/alterations are permitted while mentioning the amount.  
Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.