

**NOTICE INVITING E-TENDER**  
**FOR**  
**OPERATION & MAINTENANCE OF TOURISM CENTRE IN**  
**BANKURA DISTRICT, WEST BENGAL**

**Bid Reference No.:** 40/BANK/TSM

**Dated :**25<sup>th</sup> February,2021

## **NOTICE INVITING E-TENDER**

*from eligible bidders for Operation & Maintenance of Tourism Centre in Bankura District, West Bengal*

**Bid Reference No.:** 40/BANK/TSM

**Dated :** 25th February, 2021

1. Bankura Zilla Parishad (for short "**BZP**") having its office at Administrative Building, Bankura Collectorate, District - Bankura, West Bengal-722101, was established under the West Bengal Zilla Parishads Act, 1963.
2. Under Section 18(1)(a)(iii) of the West Bengal Zilla Parishads Act, 1963, BZP is empowered to manage and maintain any work of public utility under its control and jurisdiction. Accordingly, BZP intends to develop and maintain the Tourism Centre at Mukutmanipur LohadihiEco Park, Bankura, for development of tourism at Bankura in general and especially to provide essential hospitality services and safe and secure accommodation to tourists who visit Mukutmanipur LohadihiEco Park. It has been decided by BZP that the entire job of renovation, operation and maintenance as well as management services of the Tourism Centre shall be outsourced to a competent agency to be selected through a transparent and competitive bidding process.
3. BZP thus hereby invites bids from eligible and qualified Indian bidders through 'e-tendering' for **Operation & Maintenance of Tourism Centre in Bankura District** situated within the District of Bankura, West Bengal, for a concession period of 25 years, which shall include complete operation and maintenance of the Tourism Centre at Mukutmanipur LohadihiEco Park in the district of Bankura, West Bengal, in a two-stage bidding process and as described in detail in the Request for Proposal (for short "**RFP**") in Clause 5 thereto.
4. Intending bidders may download the Request for Proposal from the websites [www.bankura.gov.in](http://www.bankura.gov.in) and [www.wbtenders.gov.in](http://www.wbtenders.gov.in).
5. An Earnest Money Deposit (for short "**EMD**")/ Bid Security of INR 1,00,000/- (Rupees 1 lakh only) is to be paid by intending bidders by way of Bank Guarantee, having a validity period of 180 days from the last date of submission of bid, issued by any scheduled bank in favour of " Finance Controller & Chief Accounts Officer, Bankura Zilla Parishad" payable at Bankura. The original EMD/Bid Security Bank Guarantee is to be submitted physically at the office of BZP, in a sealed cover within the prescribed date and time as stated in Sl. No. 13 of this e-NIT. A scanned copy of the Bank Guarantee towards payment of EMD/Bid Security may be uploaded with other documents. The EMD/Bid Security of the selected bidder will be returned duly discharged to the

selected bidder on execution of the Agreement and on receipt of Performance Security as per terms of this e-NIT. The EMD/Bid Security of unsuccessful bidders will be returned duly discharged within 15 days after execution of the Concession Agreement with the selected bidder, on demand being made by the unsuccessful bidder by way of a letter in writing to the BZP. The EMD/ Bid Security may be forfeited by BZP in accordance with Clause 3.6.5 of the RFP.

6. Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 13 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder in the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in).
7. Financial Bids will be considered only if the Technical Bid of a bidder is found to be qualified by the Tender Evaluation Committee formed by BZP. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded in the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in).
8. Eligibility criteria for participation :
  - (i) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
    - (a) Technical Eligibility including Experience/Credentials.
    - (b) Financial Eligibility;
  - (ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the eligibility criteria as mentioned in (a) and (b) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of BZP, including the right to forfeit the EMD/Bid Security or invoke the Performance Security.
  - (iii) Technical Eligibility is as follows: -
    - (a) The bidder shall be a company limited by shares (private or public) or a partnership firm/ cooperative society/SHG including a limited liability partnership, registered under the appropriate laws of India.
    - (b) The bidder should be legally competent to enter into a contract as per prevailing Indian laws.
    - (c) The bidder shall produce records satisfactorily evidencing a continuous experience of minimum 3 years, over the period starting from 1<sup>st</sup> April, 2016 till 31<sup>st</sup> January, 2021, in operating and/or managing one or multiple hotel(s)/resort(s)/ guest house(s) such that :-

- (A) The hotel, resort or guest house, for which the bidder claims experience shall be owned by any Department/ Authority/ body corporate under the Government of West Bengal or the Government of India or any other State Governments, or approved by any Department/ Authority/ body corporate under the Government of West Bengal or the Government of India or any other State Governments;
  - (B) At least one of such hotels, resorts, guest houses or is being operated and/or managed in India as of 31<sup>st</sup> January, 2021.
  - (d) The bidder shall furnish an undertaking that the bidder has not been barred/ blacklisted by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission.
  - (e) The bidder shall have a valid PAN and TAN.
  - (f) The bidder shall have valid GST certificate/ letter recording GST identification number.
  - (iv) Financial Eligibility is as follows: -
    - (a) The bidder shall have an average annual turnover of at least INR 50,00,000/- (Rupees Fifty Lakhs only) in the last 3 (three) financial years, viz. 2017-2018, 2018-2019, and 2019-2020.
9. Joint bids or bids in consortium will not be entertained.
10. The Tender Evaluation Committee appointed by BZP will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder.
11. Bids are to remain valid for a period not less than 180 days after the last date for bid submission as specified in Sl. No. 13 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.
12. Financial Bid will be based on the Consideration/Fixed Amount and O&M Price payable which shall be above the Reserve Consideration Amount and Reserve Annual Fee as provided in the Appendix 3. The Consideration Amount and the Annual Fee quoted by a bidder in its Financial Bid shall be exclusive of all rates, levies and taxes. There shall be no sum payable on any head to the Concessionaire by BZP. GST and other applicable rates and cesses, will be claimed by BZP in its bill / invoice to the Concessionaire and will be disbursed accordingly by the Concessionaire.

The bidder with the highest Financial Bid Score (derived according to the formula provided in the RFP) shall be declared as the Concessionaire.

13. Schedule of Bidding Process :

Sl. No.	Particulars	Date & Time
1.	Publication of Request for Proposal	26.02.2021
2.	Pre-bid meeting	16 April 2021 at 3p.m.
3.	Last date & time for seeking clarification through e-mail	
5.	Bid submission start date (online)	19 April 2021 from 11 a.m.
6.	Bid submission closing (online) [Bid Due Date]	04 <sup>th</sup> May 2021 upto 5 p.m.
7.	Last date & time for submission of EMD/ Bid Security and physical copy of the uploaded Technical Bid (offline)	04 <sup>th</sup> May 2021 upto 5 p.m.
8.	Date & time of opening of Technical Bids	To be notified later
9.	Technical Bid evaluation	To be notified later
10.	Uploading list of responsive / non responsive Bidders	To be notified later
11.	Financial Bid opening	To be notified later
12.	Issuance of Letter of Award	To be notified later
13.	Acceptance of Letter of Award	To be notified later
14.	Execution of Agreement between BZP and Selected Bidder	To be notified later

14. In the event, any of the specified dates as above being declared a holiday or if the office of BZP is closed on such date, the event of the specified date will be taken up on the next working day at the same time.

15. BZP reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.

16. In addition to the above, bidders are advised to note carefully the instructions contained in the Request for Proposal ( short for **"RFP"**) and conditions in the Concession Agreement and other documents as mentioned in Clause 3.2 before bidding.

17. Conditional/ incomplete bids will not be accepted under any circumstances.
18. The bidders shall in addition have to comply with all extant laws, regulations, practices and procedures of the Government of West Bengal in connection with public tenders or the proposed services.
19. During bid evaluation or even during performance of the Concession Agreement, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if the Concession Agreement has already been executed, the Concession Agreement will be cancelled (after giving an opportunity of hearing to the Concessionaire), without any prejudice to any rights of BZP.
20. BZP reserves the right to cancel the Bidding Process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids online, or extension, if any, BZP may amend the RFP by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids or for other causes and considerations, BZP may also, at its discretion, extend the time for the submission of bids.
21. Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder.
22. All bidders must upload all records, data and documents on which they wish to rely in support of their Technical Bid. Unless for reasons to the satisfaction of BZP, bidders will not be allowed to supplement data and documents submitted online, with additional data and documents, during bid evaluation.

**REQUEST FOR PROPOSAL**  
**FOR**  
**OPERATION & MAINTENANCE OF TOURISM CENTRE IN**  
**BANKURA DISTRICT, WEST BENGAL**

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## DISCLAIMER

1. The information contained in this Request for Proposal (RFP) or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of Bankura Zilla Parishad (BZP) [including any of its employees, representatives, advisors, or consultants] is provided to every Bidder on the terms set out in this RFP and any other terms subject to which such information is provided including any corrigendum or addendum to this RFP.
2. The RFP contains brief information about the project for the Operation & Maintenance of Tourism Centre at Mukutmanipur LohadihiEco Park located within the district of Bankura in the State of West Bengal by a private entity being the Concessionaire selected through a competitive bidding process. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their Bids (including Financial Bids) pursuant for this RFP and for no other purpose.
3. The RFP is neither a contract nor an offer or invitation to any party. The purpose of this RFP is to provide the Bidders with information to assist the formulation of their bid submission. This RFP does not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for every person, and it is not possible for BZP and their employees or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies thereto and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory, and taxation consequences of entering into any contract or arrangement relating to the proposed project.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BZP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The possession or use of the RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable

legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in the RFP shall be construed as legal, financial or tax advice.

6. BZP (including its advisors, consultants, representatives, or employees) makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules, or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, or expense, which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the project and should not be relied as such.
7. BZP (including its advisors, consultants, representatives, or employees) accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in the RFP. BZP may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, data, statements, assessment, or assumptions contained in the RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.
8. The issue of this RFP does not imply that BZP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the project and BZP reserves the right to reject all or any of the Bidders or bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close or annul the Bidding Process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations that may be required by BZP or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying, or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by BZP. All such costs and expenses will be incurred and borne by the Bidder and BZP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

10. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of BZP or to any other person in a position to influence the decision of BZP for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as BZP may deem proper, including but not limited to rejection of the bid of the Bidder and forfeiture of its Bid Security.
11. This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event any recipient does not continue with the involvement in the Bidding Process in accordance with RFP, the information contained in the RFP shall not be divulged to any party. The information contained in the RFP must be kept confidential.
12. Merely submission of a responsive Bid or Proposal does not ensure selection of the Bidder.
13. All capitalized terms used herein above shall have the meaning ascribed to them below.

# 1. DEFINITIONS AND INTERPRETATION

## 1.1 Definitions:

- 1.1.1 **'Agreement'** shall mean the concession agreement to be executed by Bankura Zilla Parishad (BZP) in respect of the Operation & Maintenance of the Tourism Centre at Mukutmanipur LohadihiEco Park in favour of the Selected Bidder in accordance with the provisions of the RFP.
- 1.1.2 **'BZP'** shall mean the Bankura Zilla Parishad, a statutory body corporate of the Government of West Bengal incorporated under the West Bengal Zilla Parishads Act, 1963.
- 1.1.3 **'Bid'** shall mean the bid submitted by the Bidder in response to the RFP in accordance with the terms and conditions of this RFP, including any corrigenda/ addenda thereto.
- 1.1.4 **'Bid Security'** or **'Earnest Money Deposit'** shall mean the security furnished by the Bidder as stipulated in the RFP.
- 1.1.5 **'Bidder'** shall mean the bidding entity that submits a Bid.
- 1.1.6 **'Bid Due Date'** shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.
- 1.1.7 **'INR'** means Indian Rupees.
- 1.1.8 **'Letter of Award'** or **'LOA'** shall mean the letter to be issued by BZP to the Selected Bidder conveying intention of award of the Project with respect to the Tourism Centre at Mukutmanipur LohadihiEco Park, in accordance with the terms of this RFP.
- 1.1.9 **'Performance Security'** shall mean the irrevocable and unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.
- 1.1.10 **'Request for Proposal'** or **'RFP'** shall mean the Request for Proposal document including the Agreement, Appendix and any corrigenda/ addenda thereto issued by BZP for selection of a suitable concessionaire for operation and maintenance of the Tourism Centre at Mukutmanipur LohadihiEco Park situated within the district of Bankura in the State of West Bengal, and shall include any corrigenda/ addenda thereto.

1.1.11 **“Selected Bidder”** shall mean the Bidder selected, pursuant to the bid evaluation process set forth in this RFP, and to whom LOA has been issued by BZP.

## 1.2 **Interpretation:**

1.2.1 In the interpretation of this RFP, unless the context otherwise requires words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa;

1.2.2 Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP; the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this RFP;

1.2.3 A reference to any agreement is a reference to the Agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein;

1.2.4 The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

1.2.5 Any reference to a person shall include such person's successors and permitted assignees; A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;

1.2.6 Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

1.2.7 A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified;

1.2.8 The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” shall mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;

1.2.9 In the case of any conflict, discrepancy or repugnancy between the provisions of RFP, provisions of the Agreement (as applicable) shall prevail over and supersede the provisions of other documents;

1.2.10 The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the RFP.

## 2. INTRODUCTION

### 2.1 Background

2.1.1 Bankura Zilla Parishad (for short “**BZP**”) having its office at Bankura, was established under the West Bengal Zilla Parishads Act, 1963. Under Section 18(1)(a)(iii) of West Bengal Zilla Parishads Act, 1963, BZP is empowered to manage and maintain any work of public utility under its control and jurisdiction, BZP is empowered to manage and maintain any work of public utility under its control and jurisdiction. Accordingly, BZP intends to develop and maintain the Tourism Centre at Mukutmanipur LohadihiEco Park, Bankura, for development of tourism at Bankura in general and especially to provide essential hospitality services and safe and secure accommodation to tourists who visit Mukutmanipur LohadihiEco Park.

2.1.2 It has been decided by BZP that the entire job of operation and maintenance of the Tourism Centre at Mukutmanipur LohadihiEco Park within the district of Bankura in the State of West Bengal shall be entrusted to a reputed and competent agency to be selected through a transparent and competitive Bidding Process.

2.1.3 BZP thus hereby invites Bids from eligible and qualified Indian Bidders through ‘e-tendering’ for Operation & Maintenance of Government Tourism Centre at Mukutmanipur LohadihiEco Park, Bankura, West Bengal, which shall include comprehensive operation and maintenance, including day-to-day management and undertaking the security, housekeeping and hospitality services to be rendered at the Tourism Centre at Mukutmanipur LohadihiEco Park, Bankura, West Bengal (the “**Project**”), in a two-stage bidding process and as described in detail in this Request for Proposal (for short “**RFP**”) in Clause 5 hereto. BZP intends to grant a concession for a period of 25 years from the date of award of contract, for undertaking the operation and maintenance services.

2.1.4 The RFP contains information with respect to the proposed Project, Bid evaluation process, Bid submission, and eligibility criteria. Every Bid shall be evaluated in terms of the financial and technical eligibility of the Bidder.

2.1.5 The tender is invited online and submission of Bids will also be online as detailed in this RFP. Bidders may obtain the RFP from the website [www.bankura.gov.in](http://www.bankura.gov.in) and [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

### 2.2 Brief description of Bidding Process

- 2.2.1 BZP has adopted a two-stage bidding process ("**Bidding Process**") for selection of the Bidder for award of the Project.
- The Bidders are required to register online at the tendering portal of the Government of West Bengal, i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) to submit their respective Bids.
  - The Financial Bids of only those Bidders which meet the technical eligibility and financial eligibility (as per Clause 6) shall be considered.
- 2.2.2 The Bid, consisting of both Technical and Financial Bid, in accordance with this RFP, must be uploaded prior to the date and time for submission of Bids online (the "**Bid Due Date**") as provided in Clause 2.3, or before the extended date, if any.
- 2.2.3 Financial Bids will be considered only if the Technical Bid of a Bidder is found to be qualified by the Tender Evaluation Committee as per Clause 6. The decision of the Tender Evaluation Committee will be final and binding in this respect.
- 2.2.4 Financial Bid will be based on the Consideration Amount and the Annual Fee payable to BZP which shall be above the Reserve Consideration Amount and Reserve Annual Fee as provided in the RFP. The Consideration Amount and Annual Fee quoted by a Bidder in its Financial Bid shall be exclusive of all rates, levies and taxes. There shall be no sum payable on any head to the Bidder by BZP. GST and other applicable rates and cesses, will be claimed by BZP in its bill / invoice to the Concessionaire and will be disbursed accordingly by the Concessionaire. The Bidder with the highest Financial Bid Score (derived according to the formula provided in the RFP) shall be declared as the Selected Bidder.
- 2.2.5 The Selected Bidder shall execute the agreement, draft of which has been provided in Appendix – II hereto (the "**Agreement**") and undertake and implement the Project in accordance with the provisions of the Agreement. The Agreement sets forth the detailed terms and conditions for grant of the concession to the Selected Bidder, including the scope of the Selected Bidder's services and obligations (the "**Concession**").

## 2.3 Schedule of Bidding Process

- 2.3.1 BZP shall endeavour to adhere to the following schedule:

Sl. No.	Particulars	Date & Time
1.	Publication of Request for Proposal	26.02.2021
2.	Pre-bid meeting	16 April 2021 at 3p.m.
3.	Last date & time for seeking clarification through e-mail	
5.	Bid submission start date (online)	19 April 2021 from 11 a.m.



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8.	Date & time of opening of Technical Bids	To be notified later
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11.	Financial Bid opening	To be notified later
12.	Issuance of Letter of Award	To be notified later
13.	Acceptance of Letter of Award	To be notified later
14.	Execution of Agreement between BZP and Selected Bidder	To be notified later

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 General Terms of Bidding

- 3.1.1 No Bidder shall submit more than one Bid for award of the Project. Violation of this rule shall lead to disqualification of the Bidder.
- 3.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement as provided in Appendix II hereto shall override the RFP; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 3.1.3 The Bid and all communications in relation to or concerning the RFP and the Bid shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by its authenticated English translation and in case of any ambiguity, the English translation shall prevail.
- 3.1.4 Any currency for the purpose of the Bid shall be in Indian Rupees ("**INR**").

- 3.1.5 This RFP including its Appendixs issued by BZP are and shall remain or become the property of BZP and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.1.5 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and BZP will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.1.6 A Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BZP shall be entitled to forfeit and appropriate the EMD/Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by BZP and not by way of penalty for, *inter alia*, the time, cost and effort of BZP, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to BZP under the RFP and/or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 3.1.6, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or

- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. such Bidder or any Associate thereof has participated as a consultant to BZP in the preparation of any documents, design or technical specifications of the Project.

3.1.7 Any award of Concession pursuant to this RFP shall be subject to the terms of Agreement.

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

3.1.9 The Bidders are encouraged to submit their respective Bids after visiting the existing Tourism Centre and ascertaining for themselves the condition of the facilities thereat, building layout, location, surroundings, climate, availability of power, water and other utilities for operations, maintenance, access, applicable laws and regulations, and any other matter considered relevant by them. The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Concession, when they submit the Bid. Bidders are invited to visit and inspect the Tourism Centre at their own expenses. Failure to investigate fully the Tourism Centre shall not be a valid ground to relieve the Bidder after the submission of its Bid from any responsibility for estimating the difficulty or costs of operation and maintenance of the Tourism Centre in accordance with the Agreement.

3.1.10 BZP reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by BZP, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification or lack of such verification by BZP shall not relieve the Bidder of its obligations or liabilities hereunder and will not affect any rights of BZP.

- 3.1.11 BZP reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 3.1.12 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. BZP, reserves the right to reject any Bid that does not meet this requirement. The Bid Validity Period and/ or the EMD/ Bid Security shall be extended for a specified additional period at the request of BZP. A Bidder agreeing to the request will not be allowed to modify its Bid, but would be allowed only to extend the Bid Validity Period and validity of its EMD/ Bid Security for the period of extension. The Bid Validity Period of the Selected Bidder shall be extended till the date of execution of the Agreement.
- 3.1.13 Save and except as provided in this RFP, BZP shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 3.1.14 Bids shall be deemed to be under consideration immediately after they are opened and until such time BZP makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting, by any means, BZP and/ or their employees/ representatives on matters related to the Bids under consideration.
- 3.1.15 It would be deemed that prior to the submission of Bid, the Bidder has made a complete and careful examination of:
- a) The requirements and other information set forth in this RFP.
  - b) The various aspects of the Concession including, but not limited to the following:
    - i. The Tourism Centre, facilities, co-located facilities, structures, access roads and public utilities in the vicinity etc.;
    - ii. All other matters that might affect the Bidder's performance under the terms of this RFP and the Agreement, including all risks, costs, liabilities and contingencies associated with the Concession.

## **3.2 Contents of the RFP**

- 3.2.1 This RFP comprises the E-Notice Inviting Tender ("**e-NIT**"), the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda/ corrigenda issued in accordance with the terms of this RFP :
1. Definitions and Interpretation
  2. Introduction
  3. Instructions to Bidders
  4. Project Details

5. Bidding Process
6. Evaluation of Bids
7. Fraud and Corrupt Practices
8. Miscellaneous

Appendix – I : Bidding Forms

Appendix – II – Agreement

- 3.2.2 The Agreement provided by BZP in Appendix II hereto shall be deemed to be part of the terms and conditions of this RFP.

### **3.3 Clarification of RFP and Pre-bid Meeting**

- 3.3.1 A prospective Bidder requiring any clarification of the RFP shall contact BZP in writing by sending an e-mail to the BZP's e-mail address at [aeozp.bnk@gmail.com](mailto:aeozp.bnk@gmail.com) or raise its queries during the Pre-bid meeting in accordance with Clause 3.3.2 and Clause 3.3.3. Should BZP deem it necessary to amend the RFP as a result of a request for clarification, it shall do so following the procedure under Clause 3.4.
- 3.3.2 The Bidder's designated representative is invited to attend a Pre-bid meeting at the office of BZP at Administrative Building, Bankura Collectorate, Bankura, West Bengal, Pin – 722101 to be held on the date and time as provided in Clause 2.3 hereto. The purpose of the Pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 3.3.3 The Bidder is requested, as far as possible, to submit any questions in writing, to reach BZP not later than the time and date mentioned in Clause 2.3.
- 3.3.4 Minutes of the Pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the Pre-bid meeting, will be uploaded in the e-tender portal i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) within 7 (seven) days from the date of Pre-bid meeting. Any modification to the RFP that may become necessary as a result of the Pre-bid meeting shall be made by BZP exclusively through the issue of an addendum/ corrigendum pursuant to Clause 3.4 and not through the minutes of the Pre-bid meeting.
- 3.3.5 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Bidder.
- 3.3.6 BZP may also on its own motion for any reason, if deemed necessary, issue interpretations and clarifications to all Bidders through the issuance of addenda/ corrigenda uploaded in the e-tender portal i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) at any time prior to the Bid Due Date. The addenda/ corrigenda can be the BZP's own initiative or in response to clarifications requested by the

Bidder and shall be deemed to be part of this RFP and binding upon all the Bidders. Verbal clarifications and information given by BZP or its employees or representatives shall not in any way or manner be binding.

### **3.4 Amendment of RFP/ Extension of deadlines**

3.5.1 Any addendum/ corrigendum issued shall be part of the RFP and shall be uploaded in the e-tendering portal i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and also at [www.bankura.gov.in](http://www.bankura.gov.in).

3.5.1 To give prospective Bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids or for other causes and consideration, BZP may, at its discretion, extend the deadline for the submission of Bids.

### **3.5 Period of Validity of Bids**

3.5.1 Bids shall remain valid for a period of 180 days after the Bid Due Date prescribed by BZP (the "**Bid Validity Period**"). A Bid valid for a shorter period shall be rejected by BZP as non-responsive.

3.5.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, BZP may request Bidders to extend the period of validity of their Bids. The request and the response shall be in writing. A Bidder may refuse the request without forfeiting its EMD/ Bid Security.

### **3.6 Bid Security**

3.6.1 The Bidder shall upload as part of its Bid, a scanned copy of the Bank Guarantee comprising the EMD/Bid Security for INR 5,00,000/- (Rupees Five Lakhs only) to participate in this Bidding Process.

3.6.2 The EMD/ Bid Security shall be paid in the form of Bank Guarantee from a scheduled bank in favour of "Bankura Zilla Parishad" in the manner prescribed in Form - 12, Appendix – I (Bidding Forms), having a validity period of 180 days after the Bid Due Date prescribed by BZP.

3.6.3 Any Bid not accompanied by EMD/ Bid Security shall be rejected by BZP as non-responsive.

- 3.6.4 The EMD/ Bid Security of the unsuccessful Bidders shall be returned duly discharged as promptly as possible within 15 days after the execution of the Agreement with the Selected Bidder, on demand being made by the unsuccessful Bidder by a letter in writing to BZP.
- 3.6.5 The Bid Security may be forfeited:
- (a) If a Bidder withdraws its Bid during the Bid Validity Period specified by the Bidder, except as provided in Clause 3.5.1;
  - (b) If a Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Clause 7;
  - (c) If the Bidder is declared disqualified in terms of Clause 3.1.6;
  - (d) If the Selected Bidder fails to:
    - i) to sign and return the duplicate copy of Letter of Award in accordance with Clause 6.7.3;
    - ii) furnish a Performance Security in accordance with Clause 6.7.4
    - ii) sign the Agreement in accordance with Clause 6.7.5;
  - (e) If the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.
  - (e) If the Bidder is otherwise in breach of the terms of the RFP.

### **3.7 Reserve Consideration Amount and Reserve Initial Annual Fee**

- 3.7.1 Details in Appendix III

## **4. PROJECT DETAILS**

### **4.1 Overview**

- 4.1.1 BZP is entitled to utilise the Mukutmanipur LohadihiEco Park Tourism Centre in public interest. It has been decided by BZP that the entire job of operation and maintenance of the Mukutmanipur LohadihiEco Park Tourism Centre located within the district of Bankura, West Bengal.. BZP is inclined to appoint an concessionaire for comprehensive

operation and maintenance of the Mukutmanipur Lohadihi Eco Park Tourism Centre on behalf of BZP.

4.1.2 Mukutmanipur Lohadihi Eco Park Tourism Centre is located on Mukutmanipur Lohadihi Eco Park, Mouza - Lohadihi, in the district of Bankura. An indicative sketch of the Tourism Centre and its location has been given in Appendix – III hereto. The Tourism Centre comprises of a building, cottages as well as facilities, a brief description of which is as follows :-

- (i) Multiple cottages
- (ii) Basic landscaping
- (iii) Dining Hall with Kitchen and Storage Space;
- (iv) Guest Rooms;

4.1.3 The Tourism Centre shall be entrusted to the Concessionaire as elaborately mentioned in various provisions of the Agreement. However, it may be noted that the Concessionaire shall not be granted any freehold or leasehold rights over the Tourism Centre, including the land and all facilities within the Tourism Centre.

4.1.4 The Concessionaire shall be responsible for maintenance of the entire Mukutmanipur Lohadihi Eco Park Tourism Centre building along with associated common areas and associated facilities.

4.1.5 The Concession Period for the Project shall be 25 years.

## **4.2 Responsibilities of BZP**

4.2.1 BZP shall be responsible for handing over the Mukutmanipur Lohadihi Eco Park Tourism Centre to the Concessionaire within the stipulated timeframe given in the Agreement. The Tourism Centres shall be handed over to the Concessionaire within timeline agreed between Concessionaire and BZP of entering into the Concession Agreement.

## **4.3 Rights and Responsibilities of the Concessionaire**



- 4.3.1 The Concessionaire shall procure and manage on its own, all movable items including crockery, bed linen, toiletries, utensils, cutlery, stationary etc. necessary for operation of the Tourism Centre. The Concessionaire shall not harm/damage the civil structure of the Tourism Centre property, nor shall it make any additions to the existing structure.
- 4.3.2 The Concessionaire shall be responsible for complete operations, maintenance and management of the Project in accordance with good industry practices.
- 4.3.3 The Concessionaire shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues for operation of the Tourism Centre.
- 4.3.4 The Concessionaire shall be responsible, at no additional cost to BZP, to take bookings (at pre-determined prices) and managing bookings calendar for the Tourism Centre, on behalf of BZP. It must be noted that all the revenue for operations and bookings related to the Government Tourism Centres shall be retained by the Concessionaire.
- 4.3.7 Upon expiry or termination of the Agreement, the Concessionaire shall promptly handover to BZP, in good condition and at zero cost, the Tourism Centre, including all movable and immovable assets provided by BZP prior to the commencement of the Concession Period. It must be noted that this will not include any movable items brought in by the Concessionaire during the Concession Period.
- 4.3.8 In lieu of the rights granted for Concession Period, the Concessionaire shall make payments to BZP in accordance with the terms and conditions of the Agreement.

#### **4.4 Commercial Consideration**

- 4.4.1 Fixed Payment to BZP: The Concessionaire shall pay to BZP Consideration Amount (to be quoted as bid variable by the Bidder, subject to the Reserve Consideration Amount provided in Appendix III) for a period of 7 years from the date of execution of the Agreement.
- 4.4.2 Annual Payment to BZP: The Concessionaire shall pay to BZP in accordance with the Agreement an Annual Fee payable every year (provided in Appendix 3). From the

second year onwards, the Annual Fee shall be escalated by 10% at the end of every year till the end of the Concession Period.

## 5. BIDDING PROCESS

### 5.1 Submission of Bids

- 5.1.1 BZP has adopted a two-stage Bidding Process for selection of the Bidder for award of the Concession. The Concessionaire shall be selected by BZP through e-tendering by the e-tendering portal of the Government of West Bengal. The Bidders are required to register online at the e-tendering portal of the Government of West Bengal, i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in), to submit their respective Bids.
- 5.1.2 Bids are to be submitted online in two folders at a time, one being Technical Bid and the other being Financial Bid within the Bid Due Date. The documents are to be uploaded after being scanned for viruses and duly digitally signed, so that the documents will get encrypted (transformed into non readable formats).
- 5.1.3 Complete Bids (including Technical and Financial) must be uploaded in the e-tendering website i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) not later than the Bid Due Date.
- 5.1.4 In addition, the Bidders shall submit a physical copy of all the Technical Bid documents so uploaded, duly indexed and paginated, at the office of BZP not later than the date and time mentioned in Clause 2.3, to facilitate evaluation of Bids. The physical copies of the Technical Bid documents should be submitted in one envelope and the EMD/ Bid Security shall be submitted in another envelope. Bidders as part of the physical copy of their Technical Bids shall also submit a Checklist of documents as per Form – K of Appendix – I (Bidding Forms). The Bidder shall tick mark the column titled “Checked by Bidder” to indicate that the respective document is being submitted as part of its Technical Bid. The columns titled “Checked by BZP” and “Remarks” shall be left blank by the Bidder.
- 5.1.5 BZP may, at its discretion, extend the Bid Due Date by amending the RFP in accordance with Clause 3.4, in which case all rights and obligations of BZP and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 5.2 General Guidance for E-Tendering

- 5.2.1 **Registration:** Any Bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-tendering system at [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

The Bidder is required to click on the link for e-tendering as given on the web portal and, if required, may contact the Help Desk at Jalasampad Bhavan, 7th Floor, DVC Cell, Salt Lake, Kolkata, Phone: (033)2334-6098.

- 5.2.2 **Digital Signature Certificate:** Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (for short “DSC”) for submission of Bids, from the approved service provider of the National Informatics Centre (for short “NIC”). Details are available on the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in). The DSC is given as a USB e-token.
- 5.2.3 Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a Bidder of which he is a director/ principal officer, such person shall, while uploading any Bid for and on behalf of the Bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the Bidder.
- 5.2.4 Bidders can search and download the e-NIT and RFP electronically once it logs on to [www.wbtenders.gov.in](http://www.wbtenders.gov.in). This is the only mode of collection of the RFP.
- 5.2.5 Bidders are also advised to upload relevant documents well in advance under the “My Documents” Tab at [www.wbtenders.gov.in](http://www.wbtenders.gov.in) so that those can later be selected and attached during Bid submission. This is likely to ensure hassle free upload of documents.
- 5.2.6 The speed of upload is dependent on the memory available in the system as well as the network bandwidth used. In case there are space constraints, Bidders are advised to scan the documents in 75-100 DPI so that optimal clarity is maintained.
- 5.2.7 BZP will not be responsible for any delay or difficulties faced during the submission of Bids online by the Bidders due to connectivity or other issues.

### 5.3 Documents Comprising the Bid

- 5.3.1 Tenders are to be submitted online following the process mentioned in Clause 5.2 in two folders, one being the Technical Bid and the other being the Financial Bid before the Bid Due Date. The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats).

5.3.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder :

**Statutory Cover of Technical Bid :**

To be filled in FORM folder :

- (i) Covering Letter (duly filled in) as per format given in Form - A of Appendix – I (Bidding Forms)
- (ii) General Information of the Bidder (duly filled in), as per format given in Form – B of Appendix – I (Bidding Forms)
- (iii) e-NIT Acceptance Form, as per format given in Form – C of Appendix – I (Bidding Forms)
- (iv) Power of Attorney in favour of signatory of the Bid, as per format given in Form – E of Appendix – I (Bidding Forms)/ Board Resolution in favour of signatory of the Bid, as per format given in Form – F of Appendix - I (Bidding Forms)

To be filled in DRAFT folder :

Copy of the Bank Guarantee towards Earnest Money Deposit (EMD)/ Bid Security as prescribed in Clause 3.6 in favour of “Bankura Zilla Parishad” as per format given in Form – J of Appendix – I (Bidding Forms)

To be filled in NIT folder :

- (i) e-NIT and RFP (uploaded with digital signature)

**Non-statutory (My Documents) Cover :**

To be filled in CERTIFICATES folder :

- (a) Copy of PAN Card
- (b) Copy of letter recording issue of TAN
- (c) Copy of GST certificate/ letter recording GST identification number
- (d) Copy of Income Tax Returns for the financial years 2017-2018, 2018-2019 and 2019-2020 (assessment years 2018- 2019, 2019-2020 and 2020-2021).

To be filled in COMPANY DETAILS folder :

- (a) Copy of documents of incorporation (i.e. Memorandum and Articles of Association and Certificate of Incorporation for companies and Partnership Deed for partnership firm/cooperative society/SHG s)

To be filled in FINANCIAL INFO folder :

- (a) Certificate from Chartered Accountant in Form - H of Appendix – I (Bidding Forms);
- (b) Form - I of Appendix – I (Bidding Forms) with Audited Balance Sheet for financial years 2017-2018, 2018-2019 and 2019-2020

To be filled in DECLARATION folder :

Declaration by the Bidder, as per format given in Form – D of Appendix – I (Bidding Forms)

To be filled in CREDENTIAL folder :

- (a) Technical Eligibility of the Bidder, as per format given in Form – G of Appendix – I (Bidding Forms) alongwith documents mentioned therein.

5.3.3 In case of failure to submit any of the above mentioned documents (for both statutory and non statutory cover) in respective folders, BZP may summararily reject the Bid.

5.3.4 Financial Bid will be based on the Consideration Amount and the Initial Annual Fee payable to BZP which shall be above the Reserve Consideration Amount and Reserve Initial Annual Fee as provided in Clause 3.7 of the RFP. The Consideration Amount and the Initial Annual Fee quoted by a Bidder in its Financial Bid shall be exclusive of all rates, levies and taxes. There shall be no sum payable on any head to the Bidder by BZP. The Bidder with the highest Financial Bid Score (derived according to the formula provided in Clause 6.7.1) shall be declared as the Selected Bidder.

5.3.5 The Financial Bid shall comprise of the BoQ which is to be filled in the following manner:

To be filled in BoQ folder:

Bill of Quantity (BoQ) in the specified format i.e. the Consideration Amount and the Annual Fee offered by the Bidder for the award of Concession for operation and maintenance of the Mukutmanipur LohadihiEco Park Tourism Centre. The Bidder is to quote the Consideration Amount and the Annual Fee online in the space marked for quoting the Consideration Amount and the Annual Fee in the BoQ.

#### **5.4 Technical and Financial Bid Opening**

5.4.1 The Technical Bid will be opened online by the BZP receiving Bids or by its authorized representative at the time and date specified in Clause 2.3. The BZP receiving Bids or its authorized representative shall decrypt all Technical Bids submitted by the Bidders and copy its contents to any storage device such as a compact disc, pen drive or hard drive. The BZP receiving Bids or its authorized representative may take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Clause 2.3. The manner of online opening of Financial Bid will be same as Technical Bid opening and the authorized representatives of the technically qualified Bidders may attend the opening of Financial Bid.

5.4.2 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:

- (a) the name of the Bidder;  
(b) the presence of a EMD/ Bid Security,

- (c) the presence of e-NIT Acceptance Form as per Form - C and Declaration by way of Affidavit as per Form – D in Appendix – I (Bidding Forms) and
  - (d) any other details as BZP may consider appropriate.
- 5.4.3 Only those documents forming part of Technical Bids recorded at Bid opening shall be considered for evaluation.
- 5.4.4 If the EMD/ Bid Security or the e-NIT Acceptance Form or the Declaration by way of Affidavit is not present as part of the Technical Bid of any Bidder, BZP will not go into detailed evaluation of the Technical Bid of such Bidder and will summarily reject such Technical Bid.
- 5.4.5 BZP shall prepare a record of the opening of Technical Bids. A copy of the record may be uploaded on the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and also at [www.bankura.gov.in](http://www.bankura.gov.in)
- 5.4.6 At the end of the evaluation of the Technical Bids, BZP will upload on [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and also at [www.bankura.gov.in](http://www.bankura.gov.in), names of the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for opening of Financial Bids.
- 5.4.7 BZP shall conduct the opening of the Financial Bid of all Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified in terms of Clause 6.5. All folders containing Financial Bids shall be opened one at a time and the following recorded:
- (a) the name of the Bidder;
  - (b) the Financial Bid; and
  - (c) any other details as BZP may consider appropriate.
- 5.4.8 Only the BoQ shall be considered for evaluation of the Financial Bid. No Bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the RFP.

## **5.5 Responsiveness of Bids**

- 5.5.1 Prior to evaluation of Bids, BZP shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
- a) it is received as per the format prescribed herein;
  - b) it is received by the Bid Due Date;
  - c) it is accompanied with a valid EMD/ Bid Security
  - d) it is digitally signed and prepared in accordance with the terms of this RFP;

- e) it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified); and
- f) it does not contain any condition or qualification.

5.5.2 BZP reserves the right to reject any Bid, if

- a) It is not digitally signed as stipulated in the RFP.
- b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
- c) There are inconsistencies between the Bid and the supporting documents.
- d. It does not mention the Bid Validity Period as set out in Clause 3.5.
- e. There are conditions proposed with the Technical Bid.
- f. It provides the information with material deviations. A material deviation or reservation is one:
  - (i) which affects in any substantial way, the scope, quality, or performance of the Concession, or
  - (ii) which limits in any substantial way, inconsistent with the RFP, BZP's rights or the Bidder's obligations, or
  - (iii) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive Bids.

5.5.3 BZP reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BZP in respect of such Bid. Provided, however, that BZP may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.



## **6. EVALUATION OF BIDS**

### **6.1 Confidentiality**

- 6.1.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. BZP will treat all information submitted as part of all Bids confidential and will insist that all those who have access to such material also treat it in confidence. BZP will not divulge any such information unless it is ordered to do so by any government BZP that has the power under law to require its disclosure or due to statutory compliances.
- 6.1.2 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on award of Concession is communicated to all Bidders.
- 6.1.3 Any attempt by a Bidder to influence BZP in the evaluation of the Bids or contract award decisions may result in the rejection of its Bid.

### **6.2 Clarification of Bids**

- 6.2.1 To assist in the examination, evaluation and comparison of the Technical and Financial Bids, BZP may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by BZP shall not be considered. BZP's request for clarification and the response shall be in writing.
- 6.2.2 If a Bidder does not provide clarifications of its Bid by the date and time set in BZP's request for clarification, its Bid may be rejected.

### **6.3 Non-conformities, Errors, and Omissions**

- 6.3.1 BZP may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission.
- 6.3.2 BZP may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such

nonconformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of BZP may result in the rejection of its Bid.

## **6.4 Technical Eligibility**

6.4.1 A Bidder shall meet the following minimum criteria to be deemed technically qualified ("**Technical Eligibility**") :-

- (i) The Bidder shall be a company limited by shares (private or public) or a partnership firm/cooperative society/SHG including a limited liability partnership, registered under the appropriate laws of India. Joint bidding or bidding in Consortium is not allowed.
- (ii) The Bidder should be legally competent to enter into a contract as per prevailing Indian Laws.
  - (a) The Bidder shall produce records satisfactorily evidencing a continuous experience of minimum 3 years, over the period starting from 1<sup>st</sup> April, 2016 till 31<sup>st</sup> January, 2021, in operating and/or managing one or multiple hotel(s)/resort(s)/ guest house(s) such that :-
    - (A) The hotel, resort or guest house, for which the bidder claims experience shall be owned by any Department/ Authority/ body corporate under the Government of West Bengal or the Government of India or any other State Governments, or approved by any Department/ Authority/ body corporate under the Government of West Bengal or the Government of India or any other State Governments;
- (iii) At least one of such hotels, resorts, guest houses or is being operated and/or managed in India as of 31<sup>st</sup> January, 2021.

## **6.5 Financial Eligibility**

6.5.1 The Bidder shall have an average annual turnover of at least INR 50 lakhs in the last 3 (three) financial years, viz. 2017-2018, 2018-2019 and 2019-2020.

6.5.2 The Financial Bids of only those Bidders, who are considered responsive as per Clause 5.4 and who meet the Technical Eligibility and Financial Eligibility as per Clause 5.5 and Clause 5.6 above, shall be opened.

## **6.6 Evaluation of Bids**

6.6.1 The Tender Evaluation Committee will determine the eligibility of each Bidder on the basis of the Technical Bid submitted by the Bidder.

## **6.7 Selection of Bidder and Award of Concession**

6.7.1 The Financial Bid of Bidders would be evaluated by first deriving the Financial Bid Score in accordance with the following formula :-

$$\text{Financial Bid Score} = \text{Consideration Amount} + [\text{Annual Fee} \times 25]$$

The Bidder with the highest Financial Bid Score shall be ordinarily declared as the selected bidder ("**Selected Bidder**"). In the event BZP rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

6.7.2 In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance, BZP may invite fresh Bids or may invite the Bidder with the second Highest Financial Bid Score ("H2 Bidder") to match the Financial Bid of the Selected Bidder. In the event the H2 Bidder matches the Financial Bid of the Selected Bidder, the H2 Bidder shall become the Selected Bidder.

6.7.3 After selection, a Letter of Award ("**LOA**") shall be issued, in duplicate, by BZP to the Selected Bidder and the Selected Bidder shall, within 14 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, BZP may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

6.7.4 Within 10 days of the receipt of Letter of Award from BZP, the Selected Bidder shall furnish the Performance Security in accordance with the Agreement, issued by any scheduled bank drawn in favour of "Bankura Zilla Parishad", in the form as given in the Agreement. Within \_\_\_\_to be notified later\_\_\_ days of the receipt of Letter of Award from BZP, the Selected Bidder shall make payment of the entire Consideration Amount to BZP. For the sake of removal of any doubts, the Agreement shall not be executed by BZP until the Performance Security is submitted and the entire Consideration Amount has been paid in terms of this Clause 6.7.4.

6.7.5 After submission of Performance Security and payment of the entire Consideration Amount to BZP as aforesaid by the Selected Bidder, the Selected Bidder shall execute the Agreement within the period prescribed in Clause 2.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall only be executed and signed by an authorized signatory of the Selected Bidder/ Concessionaire.

## 7. FRAUD AND CORRUPT PRACTICES

- 7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, BZP may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, collusive practice, false statement, misrepresentation, restrictive practice in the Bidding Process or has violated the terms of the Bid and/ or the RFP. In such an event, BZP shall be entitled to cancel the Bid and forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to BZP under the RFP and/ or the Agreement, or otherwise. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.
- 7.2 Without prejudice to the rights of BZP hereinabove and the rights and remedies which BZP may have under the LOA or the Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by BZP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by BZP during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by BZP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practices, as the case may be.
- 7.3 For the purposes of this Section 7, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BZP who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters

concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BZP, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“collusive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by BZP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **8. MISCELLANEOUS**

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.2 BZP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. 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;
  - ii. consult with any Bidder in order to receive clarification or further information;
  - iii. retain any information and/ or evidence submitted to BZP by, on behalf of, and/ or in relation to any Bidder; and/ or
  - iv. 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.
- 8.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases BZP, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## APPENDIX – I : BIDDING FORMS

### **Form – A : Covering Letter**

*(To be submitted on the Bidder's letterhead,  
signed and submitted by the Bidder's authorized signatory)*

ADM(Zilla Parishad),  
Bankura Zilla Parishad (BZP),  
[Address]

**Subject:** RFP for Selection of Concessionaire for Operation & Maintenance  
of Tourism Centre in Bankura District, West Bengal

Sir,

1. With reference to your e-NIT bearing Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_, 2021, for selection of Concessionaire for the abovementioned purpose, we hereby submit our Technical Bid and Financial Bid online for your consideration.
2. We do hereby confirm that we have read, understood and accepted all the detailed terms and conditions of the Request for Proposal ("RFP") and E-Notice Inviting Tender ("e-NIT") bearing Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_, 2021, for Operation & Maintenance of Tourism Centre in Bankura District, West Bengal, and Project related information as required for the Bid. We are aware of the conditions prevailing at the Mukutmanipur LohadihiEco Park Tourism Centre and have made our own due diligence and assessment regarding the Concession.
3. We hereby give our undertaking to make available to you any additional information it may find necessary to supplement or authenticate the proposal. Bankura Zilla Parishad ("BZP") and its authorized representatives are hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.



4. BZP and its authorized representatives may contact the following persons for any further information:  
Name of the person (s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_; E-mail: \_\_\_\_\_
5. We have studied the RFP carefully. We agree that we shall not be relying solely on the information provided in the RFP for submission of our Bid.
6. We shall have no claim arising out of the RFP or information provided to us by BZP or in respect of any matter arising out of or relating to the Bidding Process including the award of the Concession.
7. We agree to keep our Bid valid for 180 (One Hundred and Eighty) days from the Bid Due Date and not to make any modifications in its terms and conditions not acceptable to BZP. Should this Bid be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
8. This application is made with full understanding that:
- (a) BZP reserves the right to reject or accept any Bid, cancel the Bidding Process, and/or reject all Bids.
  - (b) BZP shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
9. We declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
10. This application is made with the full understanding that the validity of Bid submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by BZP. We agree that, without prejudice to any other right or remedy, BZP shall be at liberty to forfeit the said EMD/ Bid Security absolutely.

Yours faithfully,  
For [Name of Bidder]

Place: \_\_\_\_\_ [Signature]  
[Name of authorized signatory]

Date:

[Designation]

[Affix rubber stamp of Bidder]

**Form – B : General Information of the Bidder**

*(To be submitted on the Bidder's letterhead,  
signed and submitted by the Bidder's authorized signatory)*

1.
  - a) Name:
  - b) Address of registered office:
  - c) Date of incorporation and / or commencement of business:
  
2. Brief description of the company / partnership including details of its main lines of business:  
(Information and activities in brief of the bidder in not more than 1 page of A-4 size is required to be submitted which may be annexed to this Form)
  
3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E-mail address:
  - (f) Fax Number:
  
4. Particulars of the authorised signatory of the bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E-mail address:
  - (f) Fax Number:
  
5. Number of years of experience of the Bidder (as on date of submission of the Bid):
  
6. Bank Account Details of the bidder (Name of the Bank, Branch and address, Type of Accounts, IFSC Code):

7. We do confirm that all information furnished in the bid is true to the best of our knowledge.

For (name of Bidder)

Date:

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Bidder]

**Form – C : E-NIT Acceptance Form**

*(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)*

**AFFIDAVIT**

This is to certify that we, M/s. [•], in submission of this Bid confirm that all the terms and conditions of the Request for Proposal (Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_, 2021) and all Addenda, Corrigenda and clarifications issued to the Request for Proposal are read and accepted without any modification or conditions.

For (name of Bidder)

Date: [Signature]

Place: [Name of authorized signatory]

[Designation]

[Affix rubber stamp of Bidder]

*[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form – 3 duly notarized]*

**Form – D : Declaration By Way Of Affidavit**

*(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)*

**AFFIDAVIT**

This is to certify that we, M/s. [•], in submission of this Bid confirm that:-

- a) We possess the necessary technical and financial resources and competence required by the Request for Proposal issued by Bankura Zilla Parishad (“BZP”);
- b) We are not insolvent, in receivership, bankrupt or being wound up, nor are our affairs being administered by a court or a judicial officer, nor have our business activities being suspended nor are they subject of legal proceedings;
- c) We have not been disqualified pursuant to any debarment or blacklisting proceedings to enter into any tender by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission;
- d) We do not have a conflict of interest as specified in the Request for Proposal, which materially affects fair competition.

For (name of Bidder)

Date: [Signature]  
Place: [Name of authorized signatory]  
[Designation]  
[Affix rubber stamp of Bidder]

*[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form – 4 duly notarised]*

**Form – E : Power Of Attorney in Favour Of Signatory of the Bid**

*(To be executed on non-judicial stamp paper of appropriate value)*

KNOW ALL MEN BY THESE PRESENTS THAT WE, [•] [insert the name of the Bidder], a company within the meaning of the Companies Act, 2013/ a partnership within the meaning of the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 and having its registered office/ office at [•] [insert address] (hereinafter referred to as the bidder) acting through [•] [insert name of the person giving the Power of Attorney], presently holding the position of [•] [insert designation of the person giving the Power of Attorney] having been authorized by the partners/ Board of Directors, *inter alia*, to execute contracts in the name of and for and on behalf of the Bidder do hereby constitute, appoint and authorize [•] [insert name, designation and residential address of the person to whom the Power of Attorney is being given] as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our Bid in respect of Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_, 2021 of Bankura Zilla Parishad (hereinafter "BZP"). We hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and such documents related to the Bid, and providing responses and representing us in all the matters before BZP in connection with the Bid for the said tender till the completion of the Bidding Process. We accordingly hereby nominate, constitute and appoint abovenamed person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company if these presents had not been made.

IN WITNESS WHEREOF WE, [•], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 20\*\*.

For (name of Bidder)

Date: \_\_\_\_\_ [Signature]

Place: \_\_\_\_\_ [Name of authorized signatory]

[Designation]

[Affix rubber stamp of Bidder]

Witnesses:

- 1.
- 2.

[Notarised]

Accepted

\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)



**Form – F : Board Resolution in Favour of Signatory of the Bid**

The Board, after discussion, at the duly convened meeting on [•] [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

RESOLVED THAT Mr./Ms. [•], be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for “Operation & Maintenance of Tourism Centre in Bankura District, West Bengal” issued by Bankura Zilla Parishad (hereinafter “BZP”), including signing and submission of all documents and providing information/ responses to BZP, representing us in all matters before BZP, and generally dealing with BZP in all matters in connection with our Bid.

Certified true copy

(Signature, Name and stamp of Company Secretary)

*Notes:*

- 1) *This certified true copy should be submitted on the letterhead of the bidder, signed by the Company Secretary.*
- 2) *The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.*

**Form – G : Technical Eligibility of Bidder**

*(To be submitted on the Bidder's letterhead,  
signed and submitted by the Bidder's authorized signatory)*

We, M/s [•] (the "Bidder") have a continuous experience of minimum 3 years, over the period starting from 1<sup>st</sup> April, 2016 till 31<sup>st</sup> January, 2021, in operating and/or managing one or multiple hotel(s)/resort(s)/ guest house(s) such that :-

- (A) The hotel, resort or guest house, for which we are claiming experience is Government owned, or approved by the Government of West Bengal;
- (B) Minimum aggregate number of rooms across all such hotel(s)/ resort(s)/ guest house(s) shall be \_\_\_\_\_ rooms;
- (C) At least one of the hotel(s)/ resort(s)/ guest house(s) shall have a minimum of \_\_\_ rooms;
- (D) At least one of such hotels, resorts, guest houses or is being operated and/or managed in India as of 31<sup>st</sup> January, 2021

Sl. No.	Hotel/ Resort/Tourism Cultural Centre/Guest House Name	Location	Number of Rooms	Operation responsibilities of the Bidder	Years during which the facility was operated by the Bidder
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Note:

- **Supporting documents for Contract Period and Duration of Operations by the Bidder**
  - *Copies of the project contract(s) showing the first page, preamble page and signing page of the contracts for each of the projects listed in the table above.*
- **Supporting documents for size (number of hotel keys / area of hall)**
  - *A certificate from an Independent Engineer certifying the above information, alongwith layout plan, clearly showing dimensions.*

- *Approved municipal drawings and layout plan of property showing area and capacity*
- **BZP reserves the right to seek references for verifying the information provided herein.**

**Form – H : Financial Eligibility of Bidder**

*(On the letterhead of a Chartered Accountant)*

Dated: [●]

**Certificate of Financial Eligibility**

I/We certify that M/s [●], which is a company within the meaning of the Companies Act, 2013 / partnership firm/cooperative society/SHG within the meaning of Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 as per its audited books of accounts, has the following turnover in the last 3 (three) financial years :

<b>Financial Year</b>	<b>Turn Over</b>
2017-2018	
2018-2019	
2019-2020	

I/ We further certify that the Bidder has a positive net worth, as on the date of submission of the Bid.

Name of Chartered Accountant:

Seal of Chartered Accountant:

[Signature]

[Name of Chartered Accountant]

{Registration No.]

### **Form – I : Financial Situation**

Each bidder must fill in this form :

	Financial Data		
	Year 1	Year 2	Year 3
	(2019-2020)	(2018-2019)	(2017-2018)

#### **Information from Balance Sheet**

1. Total Assets
2. Total Liabilities (secured loans, unsecured loans and current liabilities)
3. Misc. expenditure to the extent not written off
4. **Net worth**
  - A. **Investments**
  - B. **Current Assets**
    - i. Inventories
    - ii. Sundry debtors
    - iii. Cash & Bank and other current assets
    - iv. Loans & Advances**Total Current Assets**
  - C. **Current liabilities and provisions**
    - i. Current liabilities and provisions
    - ii. Provisions
    - iii. Unsecured loans<sup>4</sup>**Total Current liabilities and provisions**

#### **Information from Income Statement**

Total Revenue  
Profit before taxes  
Profits after taxes

1. Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.
2. Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.
3. Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.
4. Amounts repayable within one year shall be included.  
Attached are copies of financial statements (balance sheets including all related

notes and income statements) for the financial years as indicated above, complying with the following conditions.

- i) All such documents reflect the financial situation of the bidder
- ii) Historical statements must be audited by a certified accountant
- iii) Historical statements must be complete, including all notes to the Financial Statements.
- iv) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form – J: EMD/ Bid Security Bank Guarantee**

*(to be executed on INR 100/- non judicial stamp paper)*

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: Bankura Zilla Parishad , having its office at \_\_\_\_\_  
A/c. No.: [•]  
Name of account holder: Bankura Zilla Parishad  
Bank name and branch: [•]  
IFS Code: [•]

B.G. No.

Dated: [•]

We have been informed that [•] [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [•] hereinafter called "the Bid" for Selection of Concessionaire for Operation & Maintenance of Government Tourism Centres situated within the district of Bankura, West Bengal, under Request for Proposal bearing Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_, 2021 (hereinafter called the "RFP").

Furthermore, we understand that, according to your conditions, the Bid must be supported by a Earnest Money Deposit/ Bid Security.

At the request of the Bidder, we, [•] [insert name of the Bank], hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the terms and conditions of the RFP, which may include the following :

- (a) If the Bidder withdraws its bid during the Bid Validity Period specified by the bidder, except as provided in Clause 3.5.1;
- (b) If the Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Clause 7;
- (c) If the Bidder is declared disqualified in terms of Clause 3.1.6;
- (d) If the Selected Bidder fails to:
  - i) to sign and return the duplicate copy of Letter of Award in accordance with Clause 6.7.3;
  - ii) furnish a Performance Security in accordance with Clause 6.7.4
  - ii) sign the Agreement in accordance with Clause 6.7.5;
- (e) If the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.
- (e) If the Bidder is otherwise in breach of the terms of the RFP.

This guarantee will expire: (a) if the Bidder is the Selected Bidder, upon receipt of copies of the Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder, and (b) if the Bidder is not the Selected Bidder, upon the earlier of (i)

our receipt of a notice from you that the Agreement has been signed with the Selected Bidder, or (ii) 180 days from the date hereof.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of Bankura Zilla Parishad.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

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

By the hand of Mr./Ms. [•], its [•] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



**Form – K : Checklist Of Documents**

*[To be filled and included with the physical copy of the Bid]*

<b>Sl. No.</b>	<b>Document to be submitted</b>	<b>Checked by Bidder</b>	<b>Checked by BZP</b>	<b>Remarks</b>
1.	Covering Letter (as per the format given in Form A)			
2.	General Information of the Bidder (as per format given in Form B)			
3.	e-NIT Acceptance Form (as per format given in Form C hereof)			
4.	Declaration by way of Affidavit (as per format given in Form D)			
5.	Power of Attorney in favour of signatory of the Bid (as per format given in Form E) or Board Resolution in favour of signatory of the Bid (as per format given in Form F) whichever is applicable			
6.	Technical Eligibility of Bidder (as per format given in Form G) alongwith the documents stated therein			
7.	Financial Eligibility of Bidder (as per format given in Form H)			
8.	Financial Situation (as per format given in Form I)			
9.	EMD/ Bid Security Bank Guarantee (as per format given in Form J)			
10.	Memorandum and Articles of Association/ Deed of Partnership			
11.	PAN Card			
12.	Letter recording issue of TAN			
13.	Letter recording GST identification number/ GST certificate			
14.	Income Tax Returns for the financial years 2017-2018, 2018-2019 and 2019-2020 (assessment years 2018-2019, 2019-2020 and 2020-2021)			
15.	Audited Balance Sheets for the financial years 2017-2018, 2018-2019 and 2019-2020			
16.	Entire RFP comprising of all the sections duly signed and stamped			

## **APPENDIX – II: AGREEMENT**

**(To be decided in due course of time)**



GOVERNMENT OF WEST BENGAL  
OFFICE OF THE ADDITIONAL DISTRICT MAGISTRATE  
BANKURA ZILLA PARISHAD

Ph. No. Office: 03242-255450

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Memo No.: 926/1(30)/ZP/2021


Dated: 25.02.2021

**NOTICE INVITING TENDER**

Notice Inviting Tender for the work "Operation & Maintenance of Tourism Centre in Bankura District, West Bengal" at Lohadihi, Mukutmanipur, Khatra Block

Copy forwarded for favour of information & with a request to arrange for wide publicity to :

- 1) The Sabhadhipati, Bankura Zilla Parishad.
- 2) The District Magistrate, Bankura.
- 3) The Sahakari Sabhadhipati, Bankura Zilla Parishad.
- 5-13) The Karmadhyakshya (all), Bankura Zilla Parishad. Karmadhyakshyas (Purta Karya-O-Paribhan Sthayee Samiti, Kshudra-Shilpa-Bidyut-O Achiracharita Shakti Sthayee Samit & Ban-O-Bhumi Sanskar Sthayee Samiti).
- 14) The Adhyaksha, District Council, Bankura Zilla Parishad.
- 15-17) The Sub-Divisional Officer, Bankura Sadar / Khatra / Bishnupur.
- 18) The Secretary, Bankura Zilla Parishad.
- 19) The District Engineer. Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 20) The Financial Controller & Chief Accounts Officer, Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 21) The B.D.O.s (All), Bankura.
- 22-24) The Assistant Engineer (all), Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 25) The Assistant Labour Commissioner, Kamrarmath/Bishnupur/Khatra, Bankura.
- 26) The District Information & Cultural Officer, Bankura with a request to publish the tender notice in newspapers as per norms.
- 27) The District Information Analyst, Bankura Zilla Parishad, with a request to publish the tender notice in the official website.
- 28) The Accountant, Bankura Zilla Parishad.
- 29) The District Library Officer, Bankura District Library, Bankura.
- 30) Notice Board of Bankura Zilla Parishad.

  
Addl. District Magistrate,  
Bankura &  
Addl. Executive Officer  
Bankura Zilla Parishad

1994-1995

1994-1995