

REQUEST FOR PROPOSAL
For Auction of Shop
for Leasing

At
Birsa Munda Bus Terminal, Khadgara Kantatoli, Ranchi, Jharkhand



Ranchi Municipal Corporation
Ranchi, Jharkhand

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The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Ranchi Municipal Corporation (RMC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for RMC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. RMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

RMC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website www.ranchimunicipal.com.

Data Sheet

| S. N. | Description | |
|--------------|--|--|
| 1 | Method of Selection proposal required | Highest financial proposal |
| 2 | Last date and time of Submission of proposal (Proposal Due Date) | 07-12-2016 upto 03:00 PM |
| 3 | Opening of proposal | 08-12-2016 at 04:00 PM. |
| 4 | Duration of lease: | 3 years from the date of execution of agreement |
| 5 | Earnest Money Deposit | Rs. 5,000/- |
| 6 | Validity of proposal | 180 days from due date of Submission of proposal. |
| 7 | Name and Address where queries/correspondence concerning this Request for proposal is to be sent | Office of Municipal Commissioner Ranchi Municipal Corporation Ranchi Jharkhand |
| 8 | Address where Bidders must submit proposal | Office of Municipal Commissioner Ranchi Municipal Corporation Ranchi Jharkhand |

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Ranchi Municipal Corporation (RMC) intends to lease 4 shop at Khadgara bus stand in Ranchi.

1.2 Here in this document the word "CLIENT" may be RMC or any other agency / department, nominated by the Government of Jharkhand on behalf of RMC for execution of this contract.

2 INVITATION TO SUBMIT PROPOSALS

Client invites sealed proposals in prescribed formats from eligible Bidders ("Bidders") for leasing of the shops. For the purpose of this RFP document, a Business Entity shall mean a proprietorship, a registered partnership firm / a company registered in India under the Companies Act.

4. Any bidder, which has earlier been barred by the Client, Government of Jharkhand (GoJ), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoJ/SG/GoI from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
5. The Successful Bidder is required to enter into a Lease Agreement with Client . The fees shall be paid by Lessee to the client.
6. The Agreement period shall be initially for three years which may be extended at the discretion of the Client on yearly basis the agreement period may further be extended by mutual consent on negotiated terms. The lease rent quoted by the bidder shall be increased by 5% per year over and above the lease rent of previous year.
7. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). Client reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

8. EARNEST MONEY DEPOSIT (EMD)

8.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.5,000/- (Rs. Five thousand only) in the form of a Demand Draft in favour of the Municipal Commissioner, Ranchi Municipal Corporation, on any scheduled bank, payable at Ranchi, and if invoked, be encashable at any branch of Ranchi. **EMD shall have to be submitted separately for proposals for each of the shops a bidder is submitting proposal for.**

8.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by Client.

8.3 EMD shall be forfeited in the following cases:

- a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- b) if the successful Bidder fails to execute the Lease Agreement within the stipulated time or any extension thereof provided by Client.

9. FRAUD AND CORRUPTION

Client requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Client:

9.1 defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the bidder selection process or in contract execution;
- (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- (c) "collusive practices" means a scheme or arrangement between two or more bidders, designed to influence the action of any party in lease agreement.
- (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bidder selection process, or affect the execution of a contract; and

9.2 Client will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

9.3 Client will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Client-financed activities if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Client-financed contract; and

- 9.4 Client will have the right to require that, in bidder selection documentation and in contracts financed by the Client, a provision be included requiring bidders to permit the Client or its representative to inspect their accounts and records and other documents relating to bidder selection and to the performance of the contract and to have them audited by auditors appointed by the Client.

10. PREPARATION OF THE PROPOSAL

- 10.1 The proposal shall be in English language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal.

- 10.2 a. Bidder's proposal (the proposal) shall consist of one (1) envelopes -

| | |
|------------|--|
| Envelope-1 | Description of bidders Financial proposal |
|------------|--|

- b). The bidder shall submit Original bound document in the envelope.

11.1 Part 1: "Description of bidders "

The following documents shall be submitted –

- a) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- b) List of under takings in Form TECH-2.

11.2 Part 2: "Financial Proposal"

- a) The Financial proposal must be submitted in hard copy using Form FIN - 1
Bidders shall use only Indian currency.

- 11.3 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

- 11.4** It shall be deemed that prior to the submission of the Proposal, the Bidder has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from Client; and
 - c. made a complete and careful examination of the various aspects of the Project.
- 11.5** Client shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

12. SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

- 12.1 Proposals must be delivered at the indicated addresses on or before the time and date stated in this RFP, or any new date extended by Client.

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. From the time the proposals are opened till the time the contract is awarded, the bidder should not contact Client on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
2. No request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, Client will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - a. It is received by the proposal Due Date including any extension thereof;
 - b. It is accompanied by the EMD in accordance with the RFP document;
 - c. It is signed, sealed, bound and marked as stipulated in this RFP document;
 - d. It contains all the information (complete in all respects) as requested in the RFP;
 - e. It does not contain any condition or qualification;
4. The bidder shall not sub-lease the whole or any portion of the shop or permit any other party to occupy or conduct business on any portion of the shop in any circumstances.

5. Client reserves the right to reject any proposal which is non responsive.
6. Client shall evaluate the responsive proposals on the basis of the evaluation criteria and points system specified hereunder.
7. The bidder shall provide EPF & ESIC registration establishment code with application.

8. **OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

8.1 Evaluation of Financial proposals

- i. Financial proposals will be checked for adherence with the prescribed format. It would be checked whether all financial proposals are above the minimum reserved price of Rs. 25 per square feet per month (Rupees twenty five per square feet per month) for monthly lease rent.
 - ii. Maintenance charge of Rs. 2 per square feet per month (Rupees two five per square feet per month) will be charged above the lease rent, or as may be notified by RMC time to time.
 - iii. Minimum reserved and monthly maintenance charge will be increase at the rate of 5% year to year to be compounded yearly.
 - iv. The financial proposals which are below the amount of minimum reserved price shall be rejected.
 - v. The financial proposals which proposed equal or over the minimum reserved price shall be ranked. The first rank shall be assigned to highest financial proposal, second for the next to that and so forth.
 - vi. All the bidders shall be invited to assemble in one rooms and the highest financial proposal for each of the shops shall be read out loud.
 - vii. Highest financial proposal for the shops shall be considered as their respective benchmark rate. After which open bidding / auction shall start for each of the shops, during which any bidder, whose financial proposal has been opened can participate in the open bidding / auction for that particular shop and can propose higher price over and above the benchmark rate. The highest bidder for each of the shops shall be declared as the preferred bidder for that shop.
- 9 Client shall declare the Preferred Bidder as the Successful Bidder. Client will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- 10 The Successful Bidder(s) shall execute the Lease Agreement within one week of the issue of LoA or within such further time as Client may agree to in its sole discretion. Agreement shall be signed after receipt of Monthly Fee for the first month in advance by RMC and the security deposit in the manner prescribed herein
- 11 Failure of the Successful Bidder to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.

- 12 The bidder shall be required to furnish a Security deposit on or before signing of lease agreement of an amount of equivalent to six months lease rent proposed by the selected bidder, in the form of Fixed Deposit Receipt (FDR) in favor of RMC, issued by one of the Scheduled Banks in India in favour of the Client, operable in Ranchi, and if invoked, be encashable at any branch of Ranchi.
- 13 Failure of lessee to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / security deposit.
- 14 Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- 15 The lessee shall have to apply for electricity meter and connection at its own cost.
- 16 The lessee shall have to furnish manage, operate, maintain its shop(s) at its own cost.
- 17 The lessee shall procure and maintain requisite insurance for its shop at its own cost.
- 18 The lessee shall not store/ sell any illegal/ prohibited products/ items.
- 19 The lessee shall operate the shops as per applicable laws.
- 20 In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, letter of award and the lease agreement, the lease agreement may be decided for termination after providing lessee to represent its case.
- 21 **CONTRACT COMMENCEMENT DATE**
 - a) The contract shall commence from the date of signing. However, bidder under the Lease Agreement shall commence from the date of signing of Lease Agreement.
 - b) Commercial operation of shops shall be started within 3 months from the date of execution of the lease agreement, failure to do so shall cause termination of the lease agreement by the discretion of RMC

22 **DESTRUCTION OR DAMAGE**

The bidder shall not be liable for any damage sustained to the exterior or interior of the shop. If the shop are totally or partially destroyed or damaged, the client shall have the right to cancel this Agreement, or the costs of such repair shall be borne by the bidder.

FORM TECH-1

DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
 - (d) Sales Tax registration details
 - (e) Pan

2. Details of individual(s) who will serve as the point of contact / communication for Client with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pin code :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

3. Company/Firm Profile, Locational Presence in India.

Enclosure:

Notarised copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation/ registration
2. Enclose copy of any certification / accreditation / affiliation
3. Self-declarations / undertakings as required by this RFP

LIST OF UNDER TAKINGS

Submission of Undertaking by the Bidder on the following:

- a) Never blacklisted, terminated by any client in India
- b) The bidder shall not sub-lease the shop or any part of it.
- c) An affidavit setting no pending criminal cases with police and judiciary.
- d) Other undertakings as required under this RFP

Undertakings shall be prepared by the bidder in its letter head and shall be notarised

Submission of above undertakings is mandatory

FORM FIN-I

Format for Financial Proposal
(On the letterhead of the Bidder)

Having gone through this Lease Agreement and having fully agreed upon the terms and conditions set out herein. We are pleased to quote the following lump sum amount for the Lease to be paid to the Ranchi Municipal Corporation in an monthly manner, which are to be paid in advance, that is one month before the execution of agreement and one month before the anniversary of execution of agreement for subsequent years of operation.

| S. No | Shop No. | Area of each respective shops in sq. ft. | Financial Proposal in Figure | Financial Proposal in word | Whether EMD has been submitted (Put YES / NO) |
|-------|-----------|--|------------------------------|----------------------------|---|
| 1 | 06 | 248.92 | | | |
| 2 | 07 | 248.92 | | | |
| 3 | 09 | 248.92 | | | |
| 4 | 10 | 432.22 | | | |

We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies.

We also understand in the event of mismatch of the financial proposal stated in figure and words, the higher shall be considered.

We understand the minimum reserved price is Rs. 25 per square feet per month. In the event our proposal is lower than the minimum reserved price, our proposal shall be rejected.

We further confirm that we have submitted EMD in the manner described in the RFP for each of the shops we have submitted financial proposal for. We understand that in the event of non-submission of EMD for a particular shop or in the event of wrongly prepared and submitted EMD, the same financial proposal shall not be opened.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of bidder