

REQUEST FOR PROPOSAL

**For Licensing of Air-conditioned Food Court
in
Deendayal Hastkala Sankul (Trade Centre & Museum),
Varanasi**



November 2017

MINISTRY OF TEXTILES

UDYOG BHAWAN

NEW DELHI – 110 011

WEBSITES: eprocure.gov.in/epublish/app, www.nhdc.org.in and www.handlooms.nic.in

Disclaimer and Confidentiality

This document has been prepared by NHDC (“Authority”) on behalf of Ministry of Textiles, solely for the purpose of providing information to potential Applicants. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of NHDC.

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of NHDC or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by NHDC to prospective Applicants. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, Eligibility/Technical Proposal and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NHDC or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for NHDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. NHDC and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to NHDC by third parties have not been independently verified by NHDC. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property, market information described in this document is not a reliable indication of future performance of such property. At all times, NHDC acts as an Authority only. Except where otherwise provided, all references to fee, rent, income or price are Tax/GST exclusive. Users should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. NHDC, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

NHDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law

expressed herein. NHDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant 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 this 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 during the Bidding Process.

NHDC also accepts no liability of any nature whether resulting from negligence or otherwise

howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

NHDC may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

NHDC may also withdraw or cancel the RFP at any time without assigning any reasons thereof. NHDC reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that NHDC is bound to select Applicant or to appoint the Successful Applicant, as the case may be. NHDC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant 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 which may be required by NHDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and NHDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS

Disclaimer and Confidentiality	2
Notice Inviting Tender (NIT).....	5
Term Sheet.....	7
SECTION 1: Instructions to Bidders (ITB)	11
1.1 Background	11
1.2 Brief description of Food Court:.....	11
1.3 Details of Food Court.....	12
1.4 Authority	12
1.5 Licensor and Authorized Signatory for Licensor.....	12
1.6 Request for Proposal (RFP)	12
1.7 Eligibility Criteria	12
1.8 Consortium Related Matters	12
1.9 Earnest Money Deposit (EMD)	13
1.10 Security Deposit.....	13
1.11 Fraud and Corruption.....	14
1.12 Preparation of The Proposal.....	14
1.13 Submission, Receipt and Opening of Proposals	16
SECTION 2: Evaluation, Award and Signing of Agreement	17
2.1 Overview of Selection Process	17
2.2 Evaluation of eligibility	17
2.3 Award of License and Signing of License Agreement	18
SECTION 3: Key Clauses of License Agreement	20
3.1 Breaches/Surrender/Termination of License Agreement.....	20
3.2 Force Majeure	21
3.3 Indemnity and Insurance.....	21
3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.:.....	22
Annexure 1: Form 1	24
Annexure 2: Form 1	27
Annexure 3: Form 2	29
Annexure 4: Form 3	31
Annexure 5: Form 4	32
Annexure 6: Form 5 (Consortium Agreement).....	33
Annexure 7: Form 6.....	35
Annexure 8: Form – 7	36
Annexure 9: Abbreviations	37
Annexure 10: Draft License Agreement	39

Notice Inviting Tender (NIT)

National Handloom Development Corporation Ltd. (NHDC), an implementing agency for Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi, appointed by Ministry of Textiles, Government of India, invites tenders from all interested applicants for ‘**Licensing of Air Conditioned Food Court in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi**’ on behalf of Ministry of Textiles, Government of India.

Schedule of Requirements:

Licensing of Air Conditioned Food Court in Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi for three (5) year license period.

Eligibility:

The applicant/firm should meet the following requirement:

- a) Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.

Bid Security / EMD

All Applicants shall submit EMD of **Rs. 1,00,000/- (Indian Rupees One Lakh only)** through Account Payee Demand Draft/Banker’s Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.

Instructions:

1. The detailed Request for Proposal document can be downloaded from eprocure.gov.in/epublish/app, www.nhdc.org.in and www.handlooms.nic.in from **25th November 2017** onwards till opening of bids.
2. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on **07th December, 2017, (Thursday), 1200 Hrs (12:00 Noon) at Mart no. MG-01 on Ground Floor of Trade Centre (Office) block at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.**
3. Applicants must submit duly completed and sealed proposal along with EMD and other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP, on or before the specified time at the address as specified in the term sheet.
4. Bidders are advised to follow the instructions as provided in the “Instructions to the Bidders” in the RFP document.
5. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handlooms.
6. Intending tenderers are advised to visit National Handloom Development Corporation’s website www.nhdc.org.in and CPPP site <https://eprocure.gov.in/epublish/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet

1	Published Date	25th November 2017
2	RFP document Download Start Date and Time	25th November 2017, 1000 Hrs (10:00 Am)
3	Pre Bid Meeting Date and Time	07th December 2017, 1200 Hrs (12:00 Noon)
4	Proposal Submission Start Date and Time	12th December 2017, 1700 Hrs (05:00 Pm)
5	Proposal Submission End Date and Time	22nd December 2017, 1200 Hrs (12:00 Noon)
6	Technical Proposal Opening Date and Time	22nd December 2017, 1300 Hrs (01:00 Pm)

Submission address:

Addressed to Managing Director, NHDC Ltd.

To be dropped in **Proposal Drop Box** placed in Mart no: MG-01 at Ground Floor of Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.

Contact:

Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi

E-mail: kumarar@gov.in and tender@nhdc.org.in ; Ph: 011-23062402

Term Sheet

S. N.	Description	
1.	Cost of Bid document	NIL
2.	Sale/availability of tender document	<p>25th November 2017 onwards till opening of bids</p> <p>Applicants can download the Notice Inviting Tender (NIT) and Request for Proposal (RFP) document from eprocure.gov.in/epublish/app</p> <p>Copy of RFP is also available on www.nhdc.org.in and www.handlooms.nic.in</p>
3.	Total units available for bidding	<p>01 Air-conditioned Food Court (Super Built-up area approx. 721.90 Sqm or 7767.64 Sq.ft.)</p> <p>Comprising of Food Kiosks (09 Nos), Cash Counter (2 Nos), Indoor Dining Area and Addition Kitchen Area.</p>
4.	License Period	<p>License period for Food Court space is 5 (Five) years.</p> <p><i>Bidders are instructed to review point 28 of Term Sheet for details.</i></p>
5.	Reservations (Fixed Parameter)	<p>Following reservations/ parameters are applicable:</p> <ul style="list-style-type: none"> i. Minimum two (02) food kiosks should be reserved for serving authentic local and traditional cuisines of Varanasi region and ii. Minimum one (01) food kiosk should serve foreign cuisines catering to the requirements of foreign tourists.
6.	Eligibility Criteria	<p>Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.</p> <p><i>Applicants are requested to refer clause 1.7 for details and instructions.</i></p>
7.	Consortium Agreement	<p>A maximum of two (2) consortium members are allowed with lead member maintaining minimum 51% stake in the consortium.</p> <p>In case of Consortium, the applicant shall meet all provisions specified in Clause 1.8.</p>
8.	Bid System	Single Stage Two Envelops System
9.	Method of Selection	Highest Financial Proposal (above reserve price)
10.	Minimum Reserved Price for License Fee	Authority shall reserve the rights to ascertain the minimum reserve price for License space under this RFP and accept only those bids which are above this minimum reserve price.
11.	Common Area Maintenance (CAM) and Electricity charges	<p>CAM charge will be Rs. 53.80 per sq.m per month (i.e Rs. 5 per Sq Ft) of licensed space (i.e super built up area) for the first year and will be charged As Per Actual from subsequent years.</p> <p>Electricity and Water charges to be payable as per actual consumption of individual licensee.</p>
12.	Site Visit	Applicants are advised to submit their respective Bids only after visiting the site.
13.	Pre Bid Conference	<p>07th December 2017, (Thursday), 1200 Hrs (12:00 Noon)</p> <p>Venue:</p> <p>Mart No: MG-01 at Ground Floor of Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi</p>

14.	Last date of sending queries	07th December 2017
15.	Name and Address where queries/correspondence concerning this Request for proposal is to be sent.	Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at tender@nhdc.org.in and kumarar@gov.in . and clearly mentioning the RFP tile. or in writing to: Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi
16.	Agency's response to queries by	12th December 2017 Response to all the queries shall be uploaded on eprocure.gov.in/epublish/app , www.nhdc.org.in and www.handlooms.nic.in
17.	Earnest Money Deposit (EMD)	All Applicants shall submit EMD of Rs. 1,00,000/- (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet. EMD to be submitted along with proposal submission, and shall remain valid for a period of forty-five days beyond the final proposal/bid validity period. EMD will not bear any interest payable by the Authority to the successful Applicant/licensee. Exemption of EMD will only be given to MSME/NSIC registered bidders. <i>Applicants are requested to refer clause 1.9 for details and instructions.</i>
18.	Address where Applicants must submit Sealed Proposal	Addressed to Managing Director, NHDC Ltd. To be dropped in the Proposal Drop Box placed in Mart No: MG-01 at Ground Floor of Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.
19.	Last date and time of Submission of Sealed Proposals (Proposal Due Date)	22nd December 2017 , 1200 Hrs (12:00 Noon)
20.	Date of opening of proposal by Bid opening committee	22nd December 2017 , 1300 Hrs (01:00 Pm) Venue: Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.
21.	Varanasi and adjoining districts (Varanasi Region)	a. Varanasi District, b. Sant Ravidas Nagar (Bhadohi) District, c. Jaunpur District, d. Chandauli District, e. Mirzapur District, and f. Ghazipur District
22.	Validity of proposal	180 days from due date of Submission of Proposal.
23.	Letter of Intent (LoI) to successful applicants	To be communicated later
24.	Security Deposit (SD)	Successful Applicant shall submit Security Deposit (SD) equivalent to six (06) months of License Fee. SD shall be submitted through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.

		<p>Security Deposit should remain valid for a period of sixty days beyond the date of expiry of License period.</p> <p>SD to be submitted by the Applicant before signing of License agreement. SD will not bear any interest payable by the Authority/Licensor to the successful Applicant/licensee.</p> <p><i>Applicants are requested to refer clause 1.10 for details and instructions.</i></p>
25.	Signing of License Agreement	<p>Within 7 working days from date of receipt of full payment of Advanced License Fee along with applicable taxes, charges and interest free Security Deposit (SD) as stipulated in the Letter of Intent (LOI).</p> <p>Any deposits or advance paid by the licensee shall not bear any interest payable to the licensee.</p>
26.	Mobilization Period	<p>The licensee shall be allowed one twenty (120) days of license fee free mobilization period for completion of fit-out works.</p> <p>Mobilization period shall commence from the date of takeover of possession of Licensed space by the licensee or date as specified in the Letter of Intent (LOI).</p>
27.	Commencement Date (of License Period)	The commencement date of License Period shall be 120 th (One Hundred and Twentieth) day from date of signing of License Agreement.
28.	License Period	<p>The License period shall be for five (5) years term from commencement date.</p> <p>Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</p> <p>After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.</p> <p>Licensee shall not be allowed to undertake any permanent construction in Licensed premises unless same is approved by the Licensor based on the need. Licensee can undertake temporary fit-outs appropriate to its business strategy on its own cost.</p> <p>On expiry of License period or on termination, the licensee shall hand over the vacant possession of Licensed space peacefully, free from any encumbrances, to the licensor. The licensee shall be free to remove any materials he may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the Licensed space will vest with the licensor.</p>
29.	Sub-licensing/sub-letting	No sub-licensing/sub-letting is allowed
30.	Payment Terms	<p>Cumulative license fee and applicable Taxes for the complete year shall be paid annually one month in advance before commencement of next year.</p> <p>An escalation of 5% per year shall be applicable over the License Fee paid for the immediately preceding year.</p>
31.	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.
32.	Commencement of License fee	From Commencement Date as defined in the term sheet.
33.	Statutory documents and approvals.	Licensee shall obtain all due permits, necessary approvals, licenses, clearances and sanctions from the competent authorities for all activities before Commencement of Operation.

34.	Commencement of Operations	The licensee shall commence operation from “Commencement Date” as defined in the Term Sheet.
35.	Exit by Licensee	<p>The Licensee cannot terminate or Exit from the License Agreement for one (1) year (i.e twelve month) from the commencement date.</p> <p>In case of breach of this commitment by the licensee, complete advance License Fee deposited by the licensee shall be forfeited. In such case interest free performance guarantee will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</p> <p>Post completion of one (1) year of license term from the commencement date, the Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement; in such case the Interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) and interest free performance guarantee will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</p>
36.	Pre-mature License Termination or Breach of License Agreement	<p>In case the Licensee abandons the licensed space or terminates/exits License agreement without giving 90 day notice period to the Licensor or cancellation of License Agreement due to breach of agreement terms and conditions by licensee, complete advance License Fee and Security Deposit paid by the licensee shall be forfeited.</p> <p><i>Applicants are requested to refer clause 3.1 for details and instructions.</i></p>
37.	License Termination	<p>In case of pre mature termination of License by the licensee or cancellation of License due to breach of contract terms and conditions by licensee, the Security Deposit and advance License fee paid by the licensee for the respective year, shall be forfeited.</p> <p><i>Applicants are requested to refer clause 3.1 for details and instructions.</i></p>
38.	Clauses on fraud and corruption in the Contract:	<i>Applicants are requested to refer clause 1.11</i>
39.	Public Premise	Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi is property of O/o Development Commissioner of Handlooms, Ministry of Textiles, Union of India, and is Public Premise under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended from time to time
40.	Prohibited Activities	<i>Applicants are requested to refer clause 3.4.</i>
41.	Details for Demand Draft	Demand Draft shall be made in favor of National Handloom Development Corporation Ltd , issued by one of the nationalized/ Scheduled Banks of India, payable at Lucknow.
42.	Authority's Bank Details	<p>Name of the Account Holder: National Handloom Development Corporation Ltd,</p> <p>Name of Bank: HDFC BANK</p> <p>Branch: RATHYATRA VARANASI</p> <p>Account Number: 02200350000149</p> <p>IFSC Code: HDFC0000220</p>

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1.1 Background

- 1.1.1.** Deendayal Hastkala Sankul (Trade Centre & Museum) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.
- 1.1.2.** The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a developed area of approx. 43,450 square meter, with sub-components including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.
- 1.1.3.** The state of the art facilities offered at Deendayal Hastkala Sankul (Trade Centre & Museum), are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.



1.2 Brief description of Food Court:

- 1.2.1** The project strategically offers requisite facilities for improving Visitor experience and their retention for longer period. Food court is envisaged to offer variety of food including authentic cuisines of Varanasi region.
- 1.2.2** Food court offers 9 Food Kiosks on ground floor with both indoor and outdoor seating spaces, Cash Counters (2 Nos), Kitchen Addition Area. The courtyard space has been envisaged to be converted to form exhibition space or area for other activities as per requirement.

- 1.2.3 Food Kiosks is provided with tiled flooring, metal tile false ceiling, paint finished wall partitions, Corian Finished Counter, ambient lighting, central air-conditioning, exhaust system etc.
- 1.2.4 Indoor seating space is air conditioned and complete with all basic amenities installed. Courtyard seating is non air-conditioned. Seating furniture for indoor and outdoor courtyard seating space.

1.3 Details of Food Court

- 1.3.1 The total built-up area of the complete food court is approx. 721.90 Sq M. Detailed information of Food court kiosks and available furniture's are provided in '**Annexure 1**'.

1.4 Authority

- 1.4.1 For the purpose of this RFP, Authority shall mean National Handlooms Development Corporation Ltd. (NHDC), an implementation agency for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, appointed by Ministry of Textiles, Government of India.

1.5 Licensor and Authorized Signatory for Licensor

- 1.5.1 "The Licensor" means President of India, through Development Commissioner (Handlooms), Ministry of Textiles, Government of India.
- 1.5.2 Dy. Director, Weaver Service Centre (WSC) or any other officer Authorized by Development Commissioner for Handlooms, Ministry of Textiles shall be appointed as Authorized Signatory /Estate Officer of Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.

1.6 Request for Proposal (RFP)

- 1.6.1 The Authority invites sealed proposal in prescribed formats from eligible Applicants ("Applicants") for Licensing of the Air-conditioned Food Court.

1.7 Eligibility Criteria

- 1.7.1 Applicant shall meet following minimum eligibility criteria:
- a) Applicant should have minimum average annual turnover of **INR 50 lakhs** during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.

1.8 Consortium Related Matters

A. Additional Requirement for Proposals Submitted by a Consortium

A Consortium shall be eligible for consideration subject to the conditions set out below.

- a. The number of Members in a Consortium can be a maximum of 2 (two).
- b. The Proposal should contain the information required for each member of the Consortium.
- c. Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have a share of at least 51% (fifty-one percent), till the end of License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP (please refer Form 6), signed by all other members of the Consortium. The representative of Lead Member shall be the single point of contact throughout the Bidding Process.
- d. The Lead Member must satisfy the eligibility criteria as required in Clause 1.7 for the RFP.
- e. An individual Bidder cannot be a member of any other Consortium bidding for this RFP.

- f. Further, a member of a Consortium can neither submit Proposal for this RFP as an individual Bidder nor as a member of any other Consortium bidding for this RFP.
- g. Members of the Consortium shall enter into a binding '**Consortium Agreement**' / **Joint Venture (JV)** Agreement for the purpose of submitting the Proposal. The Consortium Agreement shall, inter alia:
- Convey the intent to carry out scope of work as per RFP.
 - subject to the provisions of clause (c) above, the Proposal should contain the information required for each member of the Consortium;
 - the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - include a statement to the effect that, all members of the Consortium shall be liable jointly and severally for all obligations of the Licensee in relation to the Licensed space in accordance with the Agreement and the statement to this effect shall also be included in the JV / Consortium Agreement and the Agreement; and Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the JV / Consortium Agreement without the prior written consent of the Authority/Licensor as the case may be.
- h. A copy of the Consortium Agreement should be submitted along with the Proposal. The Consortium Agreement entered into between the Members of the Consortium should fulfill the above requirements, failing which the Proposal shall be considered Non-Responsive. Refer Form 5 for JV/Consortium Agreement.

B. Change in composition of Consortium

- a. Lead Member cannot be re nominated/replaced/substituted during the entire License Period.
- b. For any change in the Consortium composition other than Lead Member, prior approval to be acquired from the Authority/Licensor as the case may be.

1.9 Earnest Money Deposit (EMD)

- 1.9.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of **Rs. 1,00,000/-** (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.
- 1.9.2 Exemption of EMD will only be given to MSME/NSIC registered bidders.
- 1.9.3 EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.
- 1.9.4 EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- 1.9.5 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
- a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
 - b) if the successful Applicant fails to execute the License Agreement within the stipulated time.

1.10 Security Deposit

- 1.10.1 Successful Applicant shall submit Security Deposit (SD) Equivalent to 06 months of License Fee by successful Applicant for the license term. Security Deposit (SD) shall be submitted through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term

sheet. Security Deposit should remain valid for a period of sixty (60) days beyond the date of expiry of License period.

- 1.10.2 SD to be submitted by the Applicant before signing of License agreement. SD shall not bear any interest payable by the Licensor to the successful Applicant/licensee. EMD will be refunded to the successful bidder on receipt of Security Deposit.
- 1.10.3 Exiting from License agreement after payment of Security Deposit even without taking possession of built-up Food Court space shall lead to forfeiture of Security Deposit and all other payments made.
- 1.10.4 In case the licensee causes any physical damages to the property of the Licensor or has any undue payments, the Licensor shall have discretionary rights to execute the repair of damages and recover the amount from the licensee or adjust the equivalent amount from the submitted Security Deposit.
- 1.10.5 In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Security Deposit and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.

1.11 Fraud and Corruption

- 1.11.1 Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Authority 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 applicant 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 applicants, designed to influence the action of any party in License agreement.
 - d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the applicant selection process, or affect the execution of a contract; and
- 1.11.2 Authority shall reject a proposal for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- 1.11.3 Authority shall 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 Authority-financed activities if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract; and
- 1.11.4 Client shall have the right to require that, in applicant selection documentation and in contracts financed by the Authority, a provision be included requiring applicants to permit the Authority or its representative to inspect their accounts and records and other documents relating to applicant selection and to the performance of the contract and to have them audited by auditors appointed by the Authority.

1.12 Preparation of The Proposal

- 1.12.1 Applicant can submit only one proposal, clearly mentioning RFP title on Outer and inner envelopes.

1.12.2 In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.

1.12.3 The proposal shall be in **Hindi** or **English** language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the applicant shall initial all pages of the original hard copy of the Key Submissions along with proposal documents.

a) Applicant's proposal shall consist of following 2 (Two) separate sealed envelopes –

Envelope-1	Details to be mention on envelop: <ol style="list-style-type: none">1. Eligibility Documents2. Title of RFP: "RFP for Licensing of AC Food Court in Deendayal Hastkala Sankul (Trade Centre & Museum)"3. Name, Address and Contact of Applicant Enclosures: Original Form 1, Form 2, Form 3, Form 5 [*] , Form 6 [*] , Form 7 and EMD
Envelope-2	Details to be mention on envelop: <ol style="list-style-type: none">1. Financial Proposal2. Title of RFP "RFP for Licensing of AC Food Court in Deendayal Hastkala Sankul (Trade Centre & Museum)"3. Name, Address and Contact of Applicant Enclosures: Original Form 4 (Financial Proposal) only.

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

c) EMD shall be submitted in the form of Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT. In case of RTGS/NEFT, Applicant shall enclose attested copy of transaction acknowledgement indicating transaction ID as proof of EMD deposited.

d) Both the envelops shall be sealed in a single outer envelope mentioning following:

Main Outer Envelope	<ol style="list-style-type: none">1. RFP Title2. Name, Address and Contact of Applicant The envelop shall be addressed to Managing Director, National Handloom Development Corporation Ltd. (NHDC), Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.
---------------------	--

* Form 5 and Form 6 applicable in case of consortium only

- 1.12.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- 1.12.5 It shall be deemed that prior to the submission of the Proposal, the Applicant 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 Authority; and
 - c) made a complete and careful examination of the various aspects of the Project.
- 1.12.6 Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.

1.13 Submission, Receipt and Opening of Proposals

- 1.13.1 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 Authority. Proposals would be opened as per schedule mentioned in Term Sheet.

SECTION 2: Evaluation, Award and Signing of Agreement

2.1 Overview of Selection Process

- 2.1.1 The proposals received for ‘**Licensing of Air Conditioned Food Court**’ shall be evaluated according to eligibility criteria and financial proposal of eligible Applicant; and the space shall be allotted to eligible Applicants solely on the basis of highest ranking as per financial proposal of eligible applicant.
- 2.1.2 Applicants need to clearly indicated the Tender (RFP) Title on Outer Envelope and Inner Envelops of proposal as per details in clause 1.12.
- 2.1.3 Authority shall reserve the rights to ascertain the minimum reserve price for License space under this RFP and accept only those bids which are above this minimum reserve price.
- 2.1.4 Bids will be opened by Bid Opening Committee on the scheduled date, time and at the venue indicated in the Term Sheet or as amended later, in presence bidders who wish to attend the bid opening.
- 2.1.5 **Envelop-1** will be opened first and shortlisting of eligible Applicants will be done based on receipt of requisite forms, documents and EMD. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected.

Enclosures of **Envelop-1** should not include the financial proposal, in case the financial proposal is included in Envelop 1, the proposals of such applicant shall be declared non responsive and shall stand cancelled.

In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.

- 2.1.6 **Envelop-2** (Financial Proposal) of eligible Applicants shall be opened. Eligible Applicants shall be ranked as per highest License fee quoted (**as per Form-4**) above the reserve price.
- 2.1.7 Applicant having highest financial proposal (License fee quoted per sq.ft per month, as per **Form-4**) shall be identified as successful applicant.
- 2.1.8 From the time the proposal is opened till the time Applicant is invited for allocation / allotment (shall be communicated through LOI / notice by the Authority), the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/license may result in rejection of the applicant’s proposal.
- 2.1.9 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.

2.2 Evaluation of eligibility

- 2.2.1 Evaluation of Eligibility of the Applicant
- a) Documents would be checked for adherence with the prescribed criteria.
 - b) By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this RFP.
- 2.2.2 Prior to evaluation of proposals, the Authority shall 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 proposal document;
 - c) It is signed, sealed, bound and marked (tender title, name of applicant and submission address) as stipulated in this RFP document;
 - d) It is accompanied by separately sealed financial proposal;
 - e) It contains all the information (complete in all respects) as requested in the RFP;
 - f) It does not contain any condition or qualification;
- 2.2.3 The Authority reserves the right to reject any proposal which is non responsive.
- 2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.
- 2.2.5 Notwithstanding anything contained in this RFP, The Authority 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.

2.3 Award of License and Signing of License Agreement

- 2.3.1 The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).
- 2.3.2 Successful applicant shall execute the License Agreement within one week of the issue of LoI or within such further time as the Authority may agree in its sole discretion. Agreement shall be signed after receipt of **advance License fee** by the Authority/Licensors and **Security Deposit** in the manner prescribed herein.
- 2.3.3 Failure of the Successful Applicant to execute the contract agreement, submit Security Deposit and advance License fee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.
- 2.3.4 The licensee shall operate the Licensed space as per the reservation / fixed parameter defined in the Term Sheet of this RFP.
- 2.3.5 The licensee shall bear all the payments towards stamp duty for registration of Food Court space required for the execution of License agreement in pursuance of this Bid.
- 2.3.6 The licensee shall indemnify the Licensor from all claims that may arise from the statutory authorities in connection with the Licence Agreement.
- 2.3.7 The licensee shall operate, maintain, market, manage and transfer the food court during the Agreement Period at its own cost.
- 2.3.8 Licensee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at its own cost.
- 2.3.9 The licensee shall procure and maintain requisite insurance for its Licensed space at its own cost.
- 2.3.10 The licensee shall not store/ sell any illegal/ prohibited products/ items.
- 2.3.11 The licensee shall operate the Licensed space as per applicable laws and obtain required clearances.
- 2.3.12 The licensee shall bear cost to any loss or damage caused to the property by the licensee.
- 2.3.13 In the event of failure by the licensee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, Letter of Intent and the License agreement, the License agreement may be decided for termination after providing licensee to represent its case.
- 2.3.14 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

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

SECTION 3: Key Clauses of License Agreement

Following are the key clauses of license agreement, and Authority/Licensor may appropriately add /modify terms in draft license agreement.

3.1 Breaches/Surrender/Termination of License Agreement

3.1.1 Surrender of License Agreement by giving advance 90 days' notice: Detailed in Draft Agreement.

3.1.2 Breach of License Agreement/ Licensee's Events of Default: Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

- (a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Licensor without any contributory factor of the Licensee.
- (b) If the Licensee fails to pay License Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Licensee to the Licensor by the stipulated date.
- (c) If the Licensee makes any change in ownership of License by sale, merger or acquisition.
- (d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- (e) If the Licensee is in persistent non-compliant of the written instructions of officials authorized by the Licensor.
- (f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Licensor.
- (g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from the Licensor fails to cure the Default to the satisfaction of the Licensor.
- (h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- (i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Food Court, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- (l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- (m) If the Licensee has abandoned the Licensed Food Court for more than 30 days without written

approval from the Licensor or his/her appointed representative.

- (n) If the Licensee is found to be violating the list of banned/prohibited usage as per clause 3.4.

3.2 Force Majeure

3.2.1 Neither the Licensor nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to the Licensor.
- (d) Acts of terrorism.
- (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
- (g) Any other similar things beyond the control of the party, except court order/ court judgment.

3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free security deposit shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

3.3 Indemnity and Insurance

3.3.1 The Licensee hereby undertakes to indemnify and hold the Licensor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.

3.3.2 The Licensee hereby undertakes to indemnify the Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

3.3.3 The Licensee hereby undertakes that the Licensor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his/her contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified the Licensor against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.3.4 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify the Licensor for any loss and damages suffered due to violation of its provision.

3.3.5 The Licensee hereby indemnifies the Licensor against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

- 3.3.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies the Licensor against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to O&M Administration of Licensor, in accordance with the Licensor's policies regulations prevalent at that time.
- 3.3.7 The Licensee shall indemnify the Licensor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 3.3.8 The Licensee shall indemnify the Licensor from any damage charges to be incurred if the Licensed Food Court has not been handed over to the Licensor in good condition as required under this agreement.
- 3.3.9 The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or the Licensor employees or loss to property of the Licensor.
- 3.3.10 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the Licensor, officers of the Licensor, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 3.3.11 The Licensee shall indemnify and keep indemnified the Licensor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 3.3.12 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Licensor, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon the Licensor's request, the Licensee shall submit to the Licensor, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the Licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Licensor as a result of such default by the Licensor.

3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.:

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
- c) Sale of open liquor
- d) Sale of tobacco and tobacco products.
- e) Defacement of the building structure or facade or boundary.
- f) Use of loud speakers
- g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/ Competent Authority (after 10 PM usage of the same shall not be allowed).

Bid Application Forms (BAF)

for Licensing of Air-Conditioned Food Court

At

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(Bid Application Form - Annexures)

Name and address of the Applicant:

.....
.....
.....
.....
.....
.....
.....

Date

Place.....

Area Details of Food Court

Name	Length (M)	Breadth (M)	Carpet Area (Sq M)	Factor	Super Area (Sq M)
FK-01 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-02 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-03 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-04 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-05 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-06 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-07 (Kiosk)	3.92	5.57	21.83	3	65.5
FK-08 (Kiosk)	3.74	5.57	20.80	3	62.4
FK-09 (Kiosk)	4.91	13.64	66.97	3	200.9
TOTAL BUILT-UP AREA OF FOOD COURT					721.90

Details of available furniture in Food Court

S No	Description	Size	Qty
Food Court & Dining			
1	Café Table-1	750mm x 750mm x 750mm	11
2	Café Table-2	1200mm x 750mm x 750mm	68
3	Café Table-3	1800mm x 750mm x 750mm	15
4	Café Chair Indoor	-	328

Note-1: Applicant shall submit proposal in prescribed format along with requisite information and documents.

Note-2: Applicant shall submit only one proposal for Licensed space under this RFP.

Note-3: In addition to License fees, applicable electricity and common area maintenance (CAM) charges shall be paid by Licensee,

Note-4: The selection shall be done based on highest price quoted by the Applicants for Licensed space, in a transparent bidding process, provided that the Authority shall reserve the rights to ascertain the minimum reserve price for License space under this RFP and accept only those bids which are above this minimum reserve price.

Note-5: License Fee shall be worked out on total **super built-up area** as indicated in 'Annexure 1' of RFP.

Note-6: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Estate Officer or person authorized by Authority/Ministry of Textile GOI, shall be final and binding.

Note-7: The Licensed space is offered on "as is where is basis". On this area the successful Applicants are expected to carry out all works/temporary fit-outs, as needed for operation of Food Court on their own cost.

Note-8: Interest free Security Deposit as stipulated in the RFP and one-year advance License fee shall be

deposited as per the schedule indicated in LoI, before signing of License Agreement.

Note-9: All services for connectivity like lease lines / broad band / internet / telephone lines to be procured by the Licensee.

Note-10: Parking- parking facilities are available as part of overall parking for Deendayal Hastkala Sankul (Trade Centre & Museum).

Form - 1

Bid Application Form for Licensing of Food Court at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(On Official letterhead of the Applicant)

No:

Dated:

To,

Sub: Bid for License rights of Food Court at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid License Rights for Food Court on License Fee basis at Deendayal Hastkala Sankul (Trade Centre & Museum) as per terms of RFP and selection process. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Proposal and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by Authority; and

(b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Licensor; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the information given by us along with the Application in response to the RFP for the above subject were true and correct as on the date of making the Proposal and are also true and correct as on the proposal due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding/Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the above subject, without incurring any liability to the Applicants, in accordance with provisions of the RFP document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Bidding/Selection Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Successful Applicant, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the RFP and Proposal Document carefully and also surveyed the proposed Food Court space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding/Selection Process including the award of License Agreement.

9. I/ We shall submit Security Deposit to the Licensor in accordance with the RFP Document.

10. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the License rights as mentioned in above subject are not awarded to me/us or our Proposal is not opened or rejected.

11. The financial offer has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the RFP document, Draft License Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the Food Court space /site.

12. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

13. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal due date specified in the RFP.

14. I/We undertake that I/we am/are not barred by the Authority, or any government entities in India from participating in its tenders/projects or there is no bar subsists as on the Proposal Due Date,

15. I/ We hereby submit our Proposal, RFP document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFP document.

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Applicant

Date: _____, Place: _____

Form – 2: Details of Applicant*(On the Letter Head of the Applicant)*

1. Applicant details:

- a) Name of Applicant _____
- b) Address of the firm _____

- c) Date of incorporation and/or commencement of business, registration no. _____
- d) GST registration details _____
- e) PAN _____

2. Details of individual(s) who shall serve as the point of contact / communication for Authority with the Applicant:

- a) Name _____
- b) Telephone / Mobile number _____
- c) E-mail address (if any) _____

3. Applicant's main line of Business(s)/ Trade(s).

4. Enclosure Checklist: Following shall be enclosed with Envelop-1:

SN	Document	Enclosed (yes/no)
I	Duly filled Form 1 and Form 2	
II	Attested copy of Certificate of Incorporation/ registration	
III	Certificate as per Form 3 (Financial Capacity)	
IV	Earnest Money Deposit (EMD) <i>(Demand Draft / Bankers checkup / acknowledgement of deposit through RTGS/ NEFT transfer). MSME/NSIC registered bidders must submit copy of respective registration certificate to avail EMD exemption.</i>	
V	Original Consortium Agreement (as per Form 5, if applicable)	
VI	Original Power of Attorney by each member of the bidder, in favour of the Lead Member (as per Form 6, if applicable)	
VII	Original Power of Attorney by Applicant/Lead Member in favour of Designated Person(s)	

Below mentioned valid documents issued in the name of bidder, can be submitted as proof of Incorporation/ Registration

- SSI Registration

- Valid Business License or Certificate of Registration issued by State/Central/Local Government authority
- Registration certificate/license issued by Municipal authorities such as Shop & Establishment Certificate/Trade License
- GST/CST/VAT/Service Tax Certificate or Letter of Registration for GST/CST/VAT/Service Tax
- Complete Income Tax return (ITR 4) duly acknowledged by Income Tax authorities.
- Import - Export certificate (IEC Code) issued by the Director General of Foreign Trade.

5. It is hereby declared that I/We have submitted only 1 (One) tender for this Food Court space and shall adhere to all terms and conditions as specified in the RFP document.

For and on behalf of
(Name of the Applicant) _____

Signature
(Name of the Authorized Signatory) _____

Designation: _____

Place: _____ Date: _____

Form - 3
Financial Capacity of the Applicant Firm/ Bidder
(Certificate from Statutory Auditor/ Chartered Accountant)

S. No.	Financial Year	Annual Revenue (In Lakhs)
1	2016 – 2017	
2	2015 – 2016	
3	2014 – 2015	

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____ (Applicant / bidder) has the turnover from one or multiple of the following businesses catering, hotels, restaurants, cafes, takeaways, canteens, event planning and management and theme parks.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

Form - 4

Financial Bid Statement

(On the Letter Head of the Applicant, to be submitted in separate sealed envelope)

I/We hereby offer to take the built-up Food Court on License basis as per details indicated in the RFP and Annexure-1, at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh:

- a) I/we shall pay to Licensor a License fee of **Rs.** _____ (in figures) (rupee _____) (in words) **per sq.ft per month** plus taxes as applicable for the Licensed Food Court space payable in advance before signing License Agreement as per terms and conditions mentioned in the RFP.
- b) I/we undertake that the licensed Food Court space shall not be utilized for business / trade other than as identified in the RFP for this Food Court.
- c) I/we understand that the final License fee shall be worked out on the basis of total super built-up area of the Food Court space indicated in 'Annexure 1' of the RFP.
- d) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the licensed space including but not limited to technical and financial viability, legal framework, kitchen and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.
- e) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the licensed space, and acknowledge that, the Licensor shall not be liable for any security or safety related matters of the licensed space.
- f) I/we confirm that all applicable terms and conditions as specified in the RFP and License Agreement shall be adhered to by my me/us during the entire License Period.
- g) I/we understand that allocation of Food Court space will be done on ranking of the bid. I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.
- h) We hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- i) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- j) I/We shall also pay the other utility charges like CAM, electricity, water, chiller, etc.
- k) I/we understand that all stamp duties for registration of built-up Food Court space required for the execution of License agreement in pursuance of this Bid, shall be borne by Licensee.
- l) I/we undertake that, if any loss incurs during License Period, to any movable/ immovable properties of the License Space, cost of same will be borne by Licensee. In case Licensee does not rectify damages, same shall be recovered from Security deposited by Licensee.
- m) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the Food Court space offered, all risks and contingencies and all other conditions that may affect the financial bid.
- n) I/We agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory

Name & Seal of the Applicant

Name: _____ Designation: _____

Company Name: _____

Address: _____

Contact _____

Annexure 6: Form 5 (Consortium Agreement)

[on non-judicial stamp paper of Rs. 100/-]

Consortium Agreement

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2017 between _____ a Company registered under the Companies Act 1956/2013 and having its registered Office at _____ (hereinafter referred to as "the Party of the First Part") and _____ also a Company registered under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as "the Party of the Second Part")

WHEREAS:

- i) All the Parties of the First and Second Part are entitled to enter into joint venture/ partnership with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association.
- ii) The Parties hereto propose to participate as a Consortium to Bid based on the Request for proposal (RFP) published by Authority for Licensing of Air Conditioned Food Court ("the Proposal") by pooling together their resources and expertise.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions as per the License Agreement.
- 3) That in the event the Parties hereto succeed in the Proposal for the Licensed Space, the JV / Consortium will undertake the role in accordance with terms and conditions of the RFP and will execute the License Agreement and all the documents /writings / papers with the Licensor and undertake the operations of the Licensed space in accordance with the terms of License Agreement.
- 4) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, at least 51% in the JV / Consortium during the License period from the Compliance Date. Any change in composition of the Consortium/JV, including lead and non-lead members shall be at the sole discretion and with prior written permission of Licensor during the License period from the Compliance Date.
- 5) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, maximum number of shareholder in consortium shall not be more than 2 (Two), during the License Period.
- 6) The roles and responsibilities of the Members of the Consortium shall be as follow:
 - a) The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 - b) The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 - d) Each of the Parties shall be liable and responsible jointly and severally for:
 - i. Compliance of all statutory requirements as may be applicable in respect of the operation of Licensed Space during the entire License Period.
 - ii. Contribute to the Joint Venture, all of its management and business experience, expertise, competence and acumen for the success of the operation of Licensed Space.

(Note: Role & Responsibility of all members of the Consortium shall be included in the above para)

7) That the minimum share of each Party (Member) (in percentage term) in the JV / Consortium shall be as follows:

Name of the Party (Member)	% of share
_____	_____
_____	_____
_____	_____

8) That the responsibility of all the members of the Consortium shall be joint and Several at every stage of License Period.

9) That in case the Licensed Space is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Licensee and will comply with all the terms and conditions of the License Agreement as would be entered with the Licensor.

10) That this Consortium Agreement shall remain in full force and effect till the License Agreement is signed.

11) That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

(Note: The above provisions are mandatory, the Consortium may add any other provision, if required)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written.

Signed and delivered for and on behalf)

Of the within named M/s.....
..... by its Director,

duly authorized in the presence of
.....

Signed and delivered for and on behalf)

Of the within named M/s.....
by its Director,

duly authorized in the presence of
.....)

[on non-judicial stamp paper of Rs. 100/-]

POWER OF ATTORNEY BY EACH MEMBER OF THE BIDDER, IN FAVOR OF THE LEAD MEMBER

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for the **Licensing of Air Conditioned Food Court at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** as a member of consortium, we,[name of the authorizing company], a company incorporated under the laws of, the registered address of which is..... hereby duly authorize [Name of Lead Member], the registered address of which is, to lawfully represent and act on our behalf as the Lead member of the Consortium / Joint Venture to sign any qualification statement, Proposal, conduct negotiations, sign contracts/License Agreement, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Licensed Space.

We hereby confirm that we are jointly and severally liable, together with the other members of the Consortium/ Joint Venture, to the Authority and Licensor for all of the obligations of the Consortium/ Joint Venture in respect of our Proposal for the Licensed Space, in accordance with this RFP document for the Licensed Space issued on ____ and as amended prior to the date hereof. We hereby ratify and confirm that all the acts done by our said attorney_____ (name of lead entity/member) shall be binding on us as if the same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this day of 2017 in the presence of the following witnesses.

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

By:..... [the authorizing company]

Signature:..... [Signature of authorized signing officer]

Name:..... [Name of authorized signing officer]

Title:..... [Title of authorized signing officer]

* Any change in the designated person(s) should be informed to Authority/ Licensor along with a similar Power of Attorney in favor of such person(s).

[on non-judicial stamp paper of Rs. 100/-]

Power of Attorney by Lead Member/ Partner in favor of Designated Person(s)

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Shri -----(Name of the Person, domiciled at ----- (Address), acting as -----
----- (Designation and name of the Firm), and whose signature is attested below, is hereby
authorized on behalf of ----- (Name of Bidder) to sign and submit the proposal, negotiate and settle
terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings,
etc. as may be required by Authority/ Licensor for " **Licensing of Air Conditioned Food Court at Deendayal
Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** " and is hereby further authorized
to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person)
shall be binding on us as if same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day
of -----2017—in the presence of the following witnesses,

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Signature:.....

[Signature of authorized signing officer]

Name:.....

[Name of authorized signing officer]

Title:.....

[Title of authorized signing officer]

** Any change in the designated person(s) should be informed to Authority/ Licensor along with a similar
Power of Attorney in favor of such person(s).*

List of Abbreviations used in the Bid Document

1. Avg.: Average
2. BAF: Bid Application Form
3. BMS: Building Management System
4. CCTV: Close Circuit Tele Vision
5. CAM: Common Area Maintenance
6. CPPP: Central Public Procurement Portal
7. DD: Demand Draft
8. EMD: Earnest Money Deposit
9. GOI: Government of India
10. Govt.: Government
11. GST: Goods and Services Tax
12. ITB: Instructions to Bidders
13. LF: License Fee
14. LOI: Letter of Intent
15. MSME: Micro, Small & Medium Enterprises
16. Min.: Minimum
17. Max.: Maximum
18. MOT: Ministry of Textiles, Government of India
19. NHDC: National Handloom Development Corporation
20. NEFT: National Electronic Funds Transfer
21. NSIC: National Small Industries Corporation
22. NIT: Notice Inviting Tender
23. No.: Number
24. O/o: Office of
25. O&M: Operations and Maintenance
26. PAN: Permanent Account Number
27. PO: Pay Order
28. PoA: Power of Attorney
29. RFP: Request for Proposal
30. Rly.: Railway
31. RTGS: Real Time Gross Settlement
32. SN: Serial Number
33. SD: Security Deposit
34. Sq.ft: Square feet
35. Sqm: Square Meter

- 36. TAN: Tax Account Number
- 37. WSC: Weaver Service Centre

Draft License Agreement

Draft License Agreement shall be uploaded in the website 10 days before proposal due date