

# REQUEST FOR PROPOSAL

For  
Licensing of Restaurant  
in  
Rajiv Gandhi Handicrafts Bhawan, New Delhi



September 2019

**OFFICE OF THE DEVELOPMENT COMMISSIONER FOR HANDICRAFTS  
MINISTRY OF TEXTILES  
GOVERNMENT OF INDIA**

**WEBSITES: <https://eprocure.gov.in/epublish/app> and [www.handicrafts.nic.in](http://www.handicrafts.nic.in)**

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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 Office of the Development Commissioner for Handicrafts or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Office of the Development Commissioner for Handicrafts 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.

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## Notice Inviting Tender (NIT)

Office of the Development Commissioner for Handicrafts, Ministry of Textiles, Government of India, invites tender under two bid system (Technical & Financial bids) for interested applicants for 'Licensing of Multi-cuisine Restaurant'.

### Schedule of Requirements:

Licensing of **Multi-cuisine Restaurant on the First Floor (Area Approx. 5800 sq. ft)** in Rajiv Gandhi Handicrafts Bhawan, Baba Kharak Singh Marg, New Delhi for **Five (05) years period**.

### Eligibility:

The applicant/firm should meet either of the following requirements:

- a) An applicant shall be private, public or Government owned legal entity who is running business of Restaurant /canteen/food court/sweet shop etc. dealing with preparation, stocking and serving of eatables for minimum Ten years.
- b) An applicant shall submit only one application in the tendering process. An applicant who submits or participate in more than one application will cause all the applications in which applicant has participated to be disqualified.
- c) Applicant should not be debarred or black-listed by CBI or any Government Department or public sector undertakings, any ministry or departments of Government of India or of any State Government.
- d) Annual turnover of the firm should be Rs. 50 crore or more in the core business are eligible to apply.
- e) The applicant should possess at least ten years experience in operating multi-cuisine restaurants with Indian food as one of the additional cuisines mandatorily.
- f) The applicant should be presently operating a minimum of five multi-cuisine restaurants & Sweetshops at different locations in India.
- g) Intending agency should possess experience of successfully completing at least two contracts for running restaurant/food court/sweet shop in Govt. of India's organization in the last five years.
- h) Intending agency should possess valid license issued by food safety & standard authority of India [FSSAI] Delhi Govt, PAN, GST registration, etc.

### Instructions:

1. The detailed Request for Proposal document can be downloaded from [eprocure.gov.in/epublish/app](http://eprocure.gov.in/epublish/app) and [www.handicrafts.nic.in](http://www.handicrafts.nic.in) from date mentioned in the Critical Date Sheet.
2. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on Date and Time as indicated in the Critical Date Sheet provided below, at Office of the Development Commissioner ( Handicrafts), New Delhi.
3. Applicants must submit duly completed and sealed proposal along with 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 the Authority / Ministry of Textiles.

6. Intending tenderers are advised to visit CPPP site <https://eprocure.gov.in/epublish/app> and [www.handicrafts.nic.in](http://www.handicrafts.nic.in) regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

**Submission address:**

Bids shall be submitted/dropped in proposal Drop box at the following address:

**Office of the Development Commissioner (Handicrafts),**

**West Block No- 7,**

**R.K. Puram, Sector 1,**

**New Delhi - 110066**

**Contact:**

Senior Director (Handicrafts),

O/o Development Commissioner (Handicrafts),

Ministry of Textiles, West Block No.: 7,

R.K. Puram, Sector 1, New Delhi - 110066

E-mail: [sohanjha1989@gmail.com](mailto:sohanjha1989@gmail.com);

Ph: 011-26178640 / 26108985

## Critical Date Sheet

1	Published Date	<b>24<sup>th</sup> December, 2019 (9.00 AM)</b>
2	RFP document Download Start Date and Time	<b>24<sup>th</sup> December, 2019 (9.00 AM)</b>
3	Pre Bid Meeting Date and Time	<b>30<sup>th</sup> December, 2019, (12:00 Noon)</b>
4	Proposal Submission Start Date and Time	<b>31<sup>st</sup> December, 2019, (12:00 Noon)</b>
5	Proposal Submission End Date and Time	<b>16<sup>th</sup> January, 2020, (06:00 PM)</b>
6	Technical Proposal Opening Date and Time	<b>20<sup>th</sup> January, 2020, (12:00 Noon)</b>

## Term Sheet

S.N	Description	
1.	Cost of tender document	NIL
2.	Sale/availability of tender document	<p>From RFP document Download Start Date and Time indicated in the Critical Date Sheet till opening of bid.</p> <p>Applicants can download the Notice Inviting Tender (NIT) and Request for Proposal (RFP) document from <b><a href="http://eprocure.gov.in/epublish/app">eprocure.gov.in/epublish/app</a></b></p> <p>Copy of RFP is also available on <b><a href="http://www.handicrafts.nic.in">www.handicrafts.nic.in</a></b></p>
3.	Total units available for bidding	<p><b>One</b></p> <p><b>First Floor:</b> Area Approx. 5,800 sq. ft.</p>
4.	License Period	<p>The License period shall be for <b>Five (05) years term</b> from commencement date.</p> <p>Post completion of Five (05) years, the Authority shall call for a fresh tender for respective restaurants, however the existing licensees who bid in the fresh tender and are not selected as the H1 bidder, shall be given the first right of refusal to match the financial proposal of H1 bidder of that restaurant.</p> <p><b>An annual escalation of 5% on License Fee shall be applicable every year.</b></p> <p><i>Bidders are instructed to review point of term sheet for details.</i></p>



S.N	Description	
5.	Bid System	Two Bids System
6.	Method of Selection	<p>The following common methodology to be adopted and selection procedure would be made on the basis of combined quality cum cost base selection. The technical score will be given a weightage of 70% and the financial score will be given a weightage of 30%.</p> <p>According to QCBS Selection (Rule 192 of GFR 2017)</p> <p><i>Applicants are advised to refer Point No 7 of term sheet for published reserve price.</i></p>
7.	Minimum Reserve Price for License Fee	A committee has been constituted for deciding the minimum License fee as reserve price.
8.	Common Area Maintenance(CAM) and Electricity charges	<p>Maintenance Charge will also be decided by constituted committee. It includes</p> <ul style="list-style-type: none"> <li>- Security Charges for Guard/ Services,</li> <li>- Lift Service Charges,</li> <li>- Charges for Cleaning outside the restaurant &amp; premises of Rajiv Gandhi Handicrafts Bhawan,</li> <li>- Parking Charges,</li> <li>- Electricity &amp; Water Supply Maintenance Charges,</li> <li>Etc.</li> </ul>
9.	Pre Bid Conference	<p>Date and Time as per Critical Date Sheet</p> <p>Venue:</p> <p>O/o Development Commissioner (Handicrafts), West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066.</p>
10.	Last date of sending queries	<b>08 Jan,2020</b>
11.	Name and Address where queries/correspondence concerning this Request for proposal is to be sent.	<p>Applicants if, require any clarification on the tender may send their queries to Authority by <b>writing an email</b> at <a href="mailto:sohanjha1989@gmail.com">sohanjha1989@gmail.com</a>.</p> <p><b>or in writing to:</b> Senior Director (Handicrafts), O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7,R.K. Puram, Sector 1, New Delhi – 110066 Ph: 011-26178640 / 26108985</p>
12.	Authority's response to queries by	<b>15 Jan, 2020</b>

S.N	Description	
13.	Earnest Money Deposit (EMD)	<p>All Applicants shall submit <b>EMD of Rs. 2, 00,000/-</b> (Indian Rupees Two Lakhs only) through Account Payee Demand Draft/Banker's Cheque. Applicant shall clearly write Name of Applicant and Contact details at the back side of DD. 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 Applicant.</p> <p>Exemption of EMD will only be given to MSME/NSIC registered bidders as per rule.</p>
14.	Address where Applicants must submit Sealed Proposal	<p>Addressed to Senior Director, Office of the Development Commissioner for Handicrafts, Ministry of Textiles</p> <p>To be dropped in the <b>Proposal Drop Box</b> placed in office</p> <p>O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066</p>
15.	Last date and time of Submission of Sealed Proposals (Proposal Due Date)	<b>Date and Time as per Critical Date Sheet</b>
16.	Date of opening of proposal by Bid opening committee	<p><b>Date and Time as per Critical Date Sheet Venue:</b></p> <p><i>Conference Room, O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066</i></p>
17.	Performance Security(PS)	<p>Preferred Bidder shall submit <b>Performance Security (PS) equivalent to 5% of the value of the contract.</b></p> <p>PS shall be submitted through Demand Draft/ Banker's Cheque/ Bank Guarantee in the name of Licensor as per details provided in the term sheet.</p> <p>Performance Security should remain valid for a period of sixty days beyond the date of expiry of License period.</p> <p>PS to be submitted by the Applicant before signing of License agreement.</p> <p>PS shall not bear any interest payable by the Authority/Licensor to the Applicant/licensee.</p> <p><i>Applicants are requested to refer clause for details and instructions.</i></p>
18.	Signing of License Agreement	Written License Agreement will be signed.
19.	Performance Bank Guarantee	Licensee will submit Performance Bank Guarantee at the time of License Agreement.

S.N	Description	
20.	Mobilization Period	The licensee shall be allowed thirty (30) days of license fee free mobilization period for starting the Restaurant. 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).
21.	Commencement Date (of License Period)	The commencement date of License Period shall be 30 <sup>th</sup> (Thirtieth) day from date of signing of License Agreement.
22.	First Right of Refusal to the existing Licensee	First Right to Refusal shall be applicable for present Licensee & New Licensee after completing Five Years.
23.	Sub-licensing/sub-letting	No sub-licensing/sub-letting is allowed
24.	Payment Terms	License fee and common area maintenance charges shall be paid in advance on monthly basis. License fee and common area maintenance charges along with applicable Taxes for each month shall be paid in advance before 25 <sup>th</sup> day of preceding month.
25.	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque as per details provided in the term sheet.
26.	Commencement of License fee	From Commencement Date as defined in the term sheet.
27.	Statutory documents and approvals.	Licensee shall obtain all due permits, necessary approvals clearances and sanctions from the competent authorities for all activities before Commencement of Operation.
28.	Commencement of Operations	The licensee shall commence operation from "Commencement Date" as defined in the Term Sheet.
29.	Exit by licensee	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 security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.
30.	Pre-mature License Termination or Breach of License Agreement	In case the Licensee abandons the licensed space or terminates/exits License agreement without giving 90 day notice period to the Authority, 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.
31.	License Termination	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.
32.	Clauses on fraud and corruption in the Contract:	<i>Applicants are requested to refer clause No 1.11.</i>

S.N	Description	
33.	Public Premise	Rajiv Gandhi Handicrafts Bhawan, New Delhi is property of O/o Development Commissioner of Handicrafts, Ministry of Textiles, Govt. of India, and is Public Premise under The Public Premises (Eviction of Unauthorized Occupants) Act, 1971, as amended from time to time
34.	Prohibited Activities	<i>Applicants are requested to refer clause No 3.4.</i>
35.	Conversion factor for Licensed area	Conversion factor considered for area conversion between square meter (sq. m) and square feet (sq. ft.) shall be as under:  <b>1 sq. m = 10.76 sq. ft or 1 sq. ft = 0.093 sq. m</b>
36.	Details for Demand Draft	Demand Draft shall be made in favor of <b>Account Officer, O/o DC (Handicrafts), Ministry of Textiles, R. K. Puram, New Delhi</b> issued by one of the nationalized/ Scheduled Banks of India, payable at New Delhi.
37.	Authority's Representative details	Senior Director (Handicrafts), O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi - 110066 E-mail: <a href="mailto:sohanjha1989@gmail.com">sohanjha1989@gmail.com</a> ; Ph: 011-26178640 / 26108985

## **SECTION 1: Instructions to Bidders (ITB)**

### **1.1 Background**

1.1.1. Rajiv Gandhi Handicrafts Bhawan (RGHB) popularly known as Handicrafts Bhawan located at Baba Kharak Singh Marg, New Delhi under O/o Development Commissioner (Handicrafts), Ministry of Textiles, Government of India.

### **1.2 Brief description of Restaurant in Rajiv Gandhi Handicrafts Bhawan:**

1.2.1 It is proposed to issue License to run Restaurant at this Bhawan which showcases the best of Indian regional cuisines, with a contemporary interpretation. India boasts a great wealth and variety of cuisines and the idea is to focus on authentic and relatively unknown delicacies from different traditions, understanding their nutritive values and, where appropriate, giving them a twist to make them healthier or more delicious. As this is the Handicrafts Bhawan, initiatives which celebrate the craft of Indian cooking would be welcomed. High standards of hygiene, presentation and service are expected.



1.2.2 The project strategically offers requisite facilities for improving Visitor experience and their retention for longer period. Restaurants are envisaged to offer specialized fine dining experience.

1.2.3 Handicrafts Bhawan offers 5800 Sq. Ft. space including kitchen area.

### **1.3 Details of restaurant in Rajiv Gandhi Handicrafts Bhawan**

1.3.1 For Schedule of premises of Restaurant, please refer '**Annexure 1**'.

### **1.4 Authority**

1.4.1 For the purpose of this RFP, Authority shall mean Development Commissioner, Office Of The Development Commissioner (Handicrafts), Ministry of Textiles, Government of India R. K. Puram, New Delhi for Rajiv Gandhi Handicrafts Bhawan, New Delhi.

## **1.5 Licensor and Authorized Signatory for Licensor**

1.5.1 "The Licensor" means President of India, through Development Commissioner (Handicrafts), Ministry of Textiles, Government of India.

1.5.1. officer Authorized by Development Commissioner for Handicrafts, Ministry of Textiles shall be Authorized signatory

## **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 Restaurant in Rajiv Gandhi Handicrafts Bhawan, New Delhi.

## **1.7 Earnest money deposit (EMD)**

1.7.1 Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs.2, 00,000/-** (Indian Rupees Two Lakhs only) through Account Payee Demand Draft/Banker's Cheque as per details provided in the term sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.

1.7.2 Exemption of EMD will only be given to MSME/NSIC registered bidders.

1.7.3 EMD of successful Applicant shall be retained by the Authority till signing of License Agreement. 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.

1.7.4 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:

1.7.4.1 If any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and

1.7.4.2 If the successful Applicant fails to execute the License Agreement within the stipulated time.

## **1.8 Security Deposit (SD)**

1.8.1 Preferred bidder shall submit **Security Deposit (SD) Equivalent to Two (02) months of License Fee** payable by preferred bidder for the license term. SD shall be submitted through Demand Draft/ Banker's Cheque/ Bank Guarantee in the name of Licensor as per details provided in the term sheet. SD should remain valid for a period of sixty (60) days beyond the date of expiry of License period.

1.8.2 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 signing of License Agreement.

1.8.3 Exiting from License agreement after payment of Security Deposit even without taking possession of shop shall lead to forfeiture of Security Deposit and all other payments made.

1.8.4 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.

1.8.5 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.

## 1.9 Technical Evaluation Criteria

Sl.	Criteria	Supporting documents Mandatory									
01	<p><b>Criteria No. 1- Max 40 points</b></p> <p>Agency should have successfully completed at least one contract for running restaurant in important tourist places of importance, reputed educational institutions, Art &amp; Craft Centre of national importance, any other renowned place being run by Govt/Trust.</p> <table border="1" data-bbox="225 573 975 813"> <tr> <td data-bbox="225 573 320 640">A</td> <td data-bbox="320 573 863 640">Last five years only 1 contract</td> <td data-bbox="863 573 975 640">20</td> </tr> <tr> <td data-bbox="225 640 320 741">B</td> <td data-bbox="320 640 863 741">Last five years A+ 1 more contract under operation</td> <td data-bbox="863 640 975 741">30</td> </tr> <tr> <td data-bbox="225 741 320 813">C</td> <td data-bbox="320 741 863 813">A+ 2 Contracts</td> <td data-bbox="863 741 975 813">40</td> </tr> </table>	A	Last five years only 1 contract	20	B	Last five years A+ 1 more contract under operation	30	C	A+ 2 Contracts	40	<p><b>Copy of self certified letter for award of contract/agreement work order along with completion certificate.</b></p> <p><b>Note : completion certificate is mandatory</b></p>
A	Last five years only 1 contract	20									
B	Last five years A+ 1 more contract under operation	30									
C	A+ 2 Contracts	40									
02	<p><b>Criteria No. 2 - 30</b></p> <p>Awards &amp; appreciation – 10 [ per award &amp; appreciation 5 points]            Media Coverage – 10 [per media coverage of appreciation 2 points]            Ratings in Zomato &amp; Trip Advisor or any other rating agency -05            Regional Cuisine- 05</p>	<p><b>Copy of self certified supporting documents for each category is required, which includes menu card of earlier canteens to prove regional cuisine.</b></p>									
03	<p><b>Criteria No. 3 - 30</b></p> <p>Annual turnover should be 50 Crore or more than 50 Crore each year in the last three consecutive financial years.</p> <table border="1" data-bbox="225 1279 975 1379"> <tr> <td data-bbox="225 1279 320 1312">A</td> <td data-bbox="320 1279 863 1312">Firms having turnover of 50 Crore</td> <td data-bbox="863 1279 975 1312">20</td> </tr> <tr> <td data-bbox="225 1312 320 1379">B</td> <td data-bbox="320 1312 863 1379">Firms having turnover of more than 50 Crore</td> <td data-bbox="863 1312 975 1379">30</td> </tr> </table>	A	Firms having turnover of 50 Crore	20	B	Firms having turnover of more than 50 Crore	30	<p><b>Certificate duly certified by CA /</b></p>			
A	Firms having turnover of 50 Crore	20									
B	Firms having turnover of more than 50 Crore	30									
<p><b>Other conditions-</b> Bidder securing consolidated marks of 60 and above will be declared qualified and financial bid of only those bidders will be opened.</p>											

## 1.10 GENERAL INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions:

- 1.10.1 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a ***prerequisite*** for e-tendering.
- 1.10.2 Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- 1.10.3 Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- 1.10.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- 1.10.5 The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 1.10.6 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/Annexures for the tenders he/she is interested.
- 1.10.7 After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 1.10.8 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.
- 1.10.9 Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- 1.10.10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 1.10.11 From my tender folder, he selects the tender to view all the details indicated.
- 1.10.12 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 1.10.13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than



one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is More than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- 1.10.14 Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- 1.10.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 1.10.16 Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- 1.10.17 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 1.10.18 The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 1.10.19 The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 1.10.20 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 1.10.21 The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 1.10.22 If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 1.10.23 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

1.10.24 After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

1.10.25 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.

1.10.26 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to – [dchejs@nic.in](mailto:dchejs@nic.in)**

## **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 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.

1.12.1 In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled for that particular shop.

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 initialed 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.

1.12.4 The Applicant is expected to examine carefully the content so fall 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:

1.12.5.1 made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;

1.12.5.2 received all such relevant information as it has requested from Authority; and

1.12.5.3 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 submitted 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 Evaluation of eligibility**

#### 2.1.1 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.

#### 2.1.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP. 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, merchandise category etc.) 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;

#### 2.1.3 The Authority reserves the right to reject any proposal which is nonresponsive.

#### 2.1.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.

#### 2.1.5 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.

### **2.2 Award of License and Signing of License Agreement**

#### 2.2.1 The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).

#### 2.2.2 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/Licensor and Security Deposit in the manner prescribed herein.

#### 2.2.3 Failure of the Successful Applicant to execute the contract agreement and submit Security Deposit within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.

#### 2.2.4 The licensee shall operate the licensed space as per the designated.

#### 2.2.5 The licensee shall bear all stamp duties for registration of Restaurant required for the execution of License agreement in pursuance of this Bid.

#### 2.2.6 The licensee shall indemnify the Licensor from all claims that may arise from the statutory authorities in connection with the Licence Agreement.

#### 2.2.7 The licensee shall have to furnish manage, operate, maintain its Licensed space at its own cost.

#### 2.2.8 The licensee shall procure and maintain requisite insurance for its Licensed space at its own cost.

#### 2.2.9 The licensee shall not store/ sell any illegal/ prohibited products/items.

#### 2.2.10 The licensee shall operate the Licensed space as per applicable laws and obtain required clearances.

- 2.2.11 The licensee shall bear cost to any loss or damage caused to the property by the licensee.
- 2.2.12 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.
- 2.2.13 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to 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;
- a) consult with any Applicant in order to receive clarification or further information;
  - b) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Applicant; and/or
  - c) 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 and Termination by the Authority:** 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 here in 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 space, 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 License under this Agreement.

- (m) If the Licensee has abandoned the licensed space 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 prohibited activities as per clause of RFP.

### **3.2 Force Majeure**

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

3.2.2 Earthquake, Flood, Inundation, Landslide.

3.2.3 Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

3.2.4 Fire caused by reasons not attributable to the Licensor.

3.2.5 Acts of terrorism.

3.2.6 War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

3.2.7 Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.

3.2.8 Any other similar things beyond the control of the party, except court order/ court judgment.

3.2.9 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 work man 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 restaurant 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 visitors 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 Rajiv Gandhi Handicrafts Bhawan at New Delhi:**

- 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 loudspeakers
- g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/Competent Authority.

## **Section 4: Other Terms Of Conditions**

### **4.1 License period & Payment Terms**

The License period shall be initially for Five year term from commencement date and thereafter another term of Five (05) years extendable or with provision of ROFR clause in future tender subject to past performance. An annual escalation of 05% shall be applicable over the License Fee.

After completion of License period, Licensee shall not reserve any right to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed pace.

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 and with approval of authorized representative designated by the authority / Min of Textiles, GoI.

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 her 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.

#### **4.1.1 Statutory documents and approval.**

Licensee shall obtain all due permits, necessary approvals, licenses, clearances and sanctions from the competent authorities for all activities before commencement of operation.

#### **4.1.2 Exit by Licensee**

The Licensee cannot terminate or Exit from the License Agreement for one (1) year (i.e., twelve month) from the date signing of the agreement. In case of breach of this commitment by the licensee, compel advance License Fee 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.

Post completion of one year of license term from the date of signing of the license agreement. The Licensee may terminate or exit the license agreement by giving advance 90 days 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.

#### **4.1.3 Pre-mature License Termination or Breach of License Agreement.**

In case the Licensee abandons the licensed space or terminates / exits License agreement without giving 90 days 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 license shall be forfeited.

#### **4.1.4 License Termination**

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 the licensee for the respective year, shall be forfeited.

#### **4.1.5 Public Premise**

Rajiv Gandhi Handicrafts Bhawan is public premise under the Public Premises Eviction of Unauthorized Occupants 0 Act, 1971 as amended from time to time.

## **4.2 Implementation Schedule**

- 4.2.1 The Licensee is expected to fully operationalise services of the Restaurant within 6 (six) weeks of the award of contract.
- 4.2.2 If the Licensee after signing the contract fails to perform any contractual obligation, depending upon the gravity of violation/omission, the Licensee is liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy under existing law.

## **4.3 Termination for Default**

- 4.3.1 HOD (Handicrafts Bhawan), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Licensee, may terminate the License Agreement in the following circumstances:
- 4.3.2 If the Licensee fails to fully operationalise the Restaurant within the time period specified in the License Agreement, or within any extension thereof granted by O/o the DC (Handicrafts) (Handicrafts Bhawan);
- 4.3.3 If the Licensee fails to deliver any or all services contracted to be delivered under the License Agreement; or
- 4.3.4 If the Licensee, in the judgment of O/o the DC (Handicrafts) (Handicrafts Bhawan), has engaged in corrupt or fraudulent practice in competing for or in executing Contract.

## **4.4 Use of Premises**

- 4.4.1 The Licensee shall occupy and use the premises for the purpose of running the Restaurant so as to provide amenities and facilities to the visitors and staff of Handicrafts Bhawan.
- 4.4.2 Any signage/advertisement/branding shall be decided and displayed only by O/o the DC (Handicrafts). The Licensee shall not display any signage/advertisement/branding other than that decided by O/o the DC (Handicrafts). Such signage/ advertisement/branding shall not be used by the Licensee for any other purpose or at any other place.
- 4.4.3 The Licensee shall not display, exhibit or offer for sale any products, goods or other articles or provide services, which are outside the ambit of the agreed range of products, or services between O/o the DC (Handicrafts) and the Licensee or which are repugnant to good morals or are of an indecent, immoral or other improper character. In coming to any determination enquired under this claim, it is expressly agreed that the decision of O/o the DC (Handicrafts) shall be conclusive and absolutely binding and shall not be subject to dispute or review.
- 4.4.4 The Licensee shall not be entitled to allow any other person(s) to occupy the premises in its stead or to use any part thereof without the written permission of O/o the DC (Handicrafts).

## **4.5 Compliance**

- 4.5.1 The Licensee shall abide by all rules and regulations, by-laws and guidelines that O/o the DC (Handicrafts) any, from time, make or adopt or amend for the care, protection and administration of O/o the DC (Handicrafts) and the general welfare and comfort of its visitors and employees.

- 4.5.2 The Licensee and its employees and agents shall be bound to comply with any instructions issued by O/o the DC (Handicrafts) from time to time.
- 4.5.3 The Licensee will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.

#### **4.6 Control and Supervision**

- 4.6.1 The overall control and superintendence of the said licensed premises shall remain vested with O/o the DC (Handicrafts), whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Restaurant premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the License Agreement, without disruption of the normal functioning of the Restaurant.
- 4.6.2 The Licensee shall deposit duplicate keys of the premises with O/o the DC (Handicrafts) whenever it is so demanded and permit O/o the DC (Handicrafts) to make use of the keys during any emergency. The Licensee shall not move or replace the lock on any door or change the locking device on any door of the licensed premises.
- 4.6.3 The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of O/o the DC (Handicrafts).

#### **4.7 Additions and Alterations**

No addition/alteration at the Licensed Premises may be undertaken without the prior approval of O/o the DC (Handicrafts). Layout and design of any proposed addition/alteration shall require written approval of O/o the DC (Handicrafts).

#### **4.8 Maintenance**

- 4.8.1 Maintenance Charge will be decided by constituted committee of officers. It will include Security Charges, Lift Charges, Charges for cleaning outside the restaurant & premises of Rajiv Gandhi Handicrafts Bhwan, Parking Charges, Electricity & Water supply maintenance charges etc.

#### **4.9 Employees**

- 4.9.1 The Licensee shall employ only such employees who are experienced. The Licensee will ensure that the staff engaged shall observe highest standards of courtesy, manners and professionalism while dealing with visitors and customers of the Restaurant and O/o the DC (Handicrafts).
- 4.9.2 The Licensee shall employ only such staff as shall have good character and be well behaved and skillful in their business. O/o the DC (Handicrafts) shall be at liberty to forbid the employment of any person whom it may consider undesirable. The staff employed shall conform to such direction as may be issued by O/o the DC (Handicrafts) in respect of time, stay and the points or routes of entry to and exit from the premises and in respect of the use of toilets and washrooms.

The restaurant manager shall also have the character of all persons employed by him verified by the police to the satisfaction of O/o the DC (Handicrafts) before the employment.

- 4.9.3 The Licensee shall immediately remove any employee from the Licensed premises if any employee misbehaves, causes nuisance, or is considered to be undesirable by O/o the DC (Handicrafts) representative. O/o the DC (Handicrafts) shall be at liberty to request the Licensee to replace or change any employee or other staff within 48 hours time, if so needed, upon which request Licensee shall forthwith replace such employee or staff.

#### **4.10 Compensation or Concession**

- 4.10.1 The Licensee will not be entitled to any compensation or concession in payment of the License Fee due to addition of any activity in the Licensed Premises by or on behalf of O/o the DC (Handicrafts) or closure of any activity in Handicrafts Bhawan.
- 4.10.2 For breach of any Terms and Conditions of the License, O/o the DC (Handicrafts) reserves its right to either terminate the License, or recover compensation from the Licensee for the damage suffered on breach [up to the limit of the security deposit deposited by the Licensee].

#### **4.11 Duration & Termination**

- 4.11.1 The duration of the License shall be for period of 5 years from the date of award.
- 4.11.2 O/o the DC (Handicrafts) shall have the right to terminate the License by giving 90 days notice in writing without assigning any reason therefore, at any time.
- 4.11.3 The Licensee may also terminate the License by giving 90 days notice in writing.
- 4.11.4 O/o the DC (Handicrafts) will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:
- 4.11.5 The Licensee is in breach of its responsibilities and obligations under this Agreement and these has not been rectified after having been given 15 days written notice by O/o the DC (Handicrafts).
- 4.11.6 The Licensee has a winding up or administration order made in relation to it;
- 4.11.7 The Licensee enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the Licensee enters into an arrangement with its creditors for repayment of debt; or
- 4.11.8 If the reputation of O/o the DC (Handicrafts) is damaged on account of Licensee's dealings with third parties.
- 4.11.9 In the event of termination of License as provided hereinabove, O/o the DC (Handicrafts) shall always be entitled to and shall have power at its absolute discretion to reoccupy forthwith the Licensed Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.
- 4.11.10 On expiry of the License period or on termination of the License on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Licensed

Premised in good condition and in peaceful manner along with furniture, fittings equipments and installations provided by O/o the DC (Handicrafts). Further, Licensee shall remove his/their goods and other materials within 3 days from the premises, failing which O/o the DC (Handicrafts) reserves its right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 (ten) days, O/o the DC (Handicrafts) shall be at liberty to dispose of the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.

4.11.11 In the event of any default, failure, negligence or breach, in the opinion of O/o the DC (Handicrafts), on the part of the Licensee, in complying with all or any of the conditions of the License, O/o the DC (Handicrafts) will be entitled and be at liberty to terminate the license forthwith and resume possession of the Licensed Premises without payment of any compensation or damages and also claim in full or in part the amount deposited by the Licensee for due performance of the Agreement.

#### **4.12 Insurance**

At all times during the currency of the License, it shall be the responsibility of the Licensee to obtain insurance coverage in line with standard industry practice, including cover for fire, theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and O/o the DC (Handicrafts) shall not be responsible for any loss or damages caused to the Licensee on any account whatsoever.

#### **4.13 Indemnity**

4.13.1 Licensee shall indemnify O/o the DC (Handicrafts) and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which O/o the DC (Handicrafts) may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of O/o the DC (Handicrafts) or arising out of any activity or negligence or omission of the Licensee or its agents or employees while in or about the Licensed Premises or other premises of O/o the DC (Handicrafts).

4.13.2 Licensee shall indemnify O/o the DC (Handicrafts) against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims of proceedings brought against the O/o the DC (Handicrafts) as a result, direct or indirect, of any prejudicial business practice of the Licensee or any misrepresentation of its relationship with the O/o the DC (Handicrafts). This indemnity shall be without prejudice to any other rights and remedies, which the O/o the DC (Handicrafts) may have under the law.

#### **4.14 Registration and Permissions**

The Licensee shall ensure that all such licenses to be applied for by the Licensee, such as Food Safety and Standards Act 2006, and including GST, are obtained as may be enquired under the applicable laws, and shall be solely liable for violations and contraventions respecting its business. O/o the DC (Handicrafts) shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Licensee.

#### **4.15 Limitation of Liability**

4.15.1 O/o the DC (Handicrafts) shall in no way be liable for any loss or claims arising out of untoward incidents like theft, restaurant lifting, fire, riots, floods, natural calamities etc.

- 4.15.2 In case the Licensee suffers any loss on account of it being unable to carry on its business or restrained by O/o the DC (Handicrafts) for contravention of any of the terms and conditions, the Licensee shall have no claim on O/o the DC (Handicrafts).

#### **4.16 Relations with Third Parties**

- 4.16.1 No Third Party shall have any right against O/o the DC (Handicrafts) in connection to the award of the License to the Licensee, or for operation of the Restaurant.
- 4.16.2 The Licensee will obtain a Third Party Insurance and a copy of this should be submitted to O/o the DC (Handicrafts).

#### **4.17 Miscellaneous and General Terms for Tendering of Services in Operating Restaurant.**

- 4.17.1 The Restaurant shall serve food items, including snacks, soft drinks, tea, and coffee in specified areas.
- 4.17.2 The Licensee shall ensure that regional Indian cuisines are properly represented.
- 4.17.3 O/o the DC (Handicrafts) will permit the Licensee to use a specified vacant space in the second floor of Handicrafts Bhawan building covering an area of approximately 5800 sq.ft. (Including kitchen) as restaurant.
- 4.17.4 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 and with approval of authorized representative designated by the authority O/o the DC (Handicrafts), Ministry of Textiles, GoI.
- 4.17.4.1 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 her 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.
- 4.17.5 In addition, the Licensee shall pay for the electricity and water charges as per actual their consumption based on the separate meter provided by O/o the DC (Handicrafts). Cost of Unit rate as paid by O/o the DC (Handicrafts) is applicable irrespective of less consumption / different slab rates. The water and electricity will be supplied to the Licensee from Handicrafts Bhawan's source, and for which the O/o the DC (Handicrafts) shall take reasonable care to maintain adequate supply. However, O/o the DC (Handicrafts) shall not be liable for any damage or loss which may be caused by any deficiency in water or electric supply and the Licensee shall not be eligible for any remission or compensation on such account. The supply of electricity and water by the O/o the DC (Handicrafts) is subject to availability of normal supply from source of NDMC.
- 4.17.6 That in the event of failure to pay the annual License fee and other charges by due dates, simple interest @18% per annum will be payable on all delayed payments without prejudice to other rights and remedies of O/o the DC (Handicrafts).
- 4.17.7 The Licensee shall not use the LICENSED Premises, and other facilities provided specifically for the purpose of rendering service of operating the Restaurant, for any

purpose other than the culinary purpose agreed upon. The Licensee shall not violate this condition either in part or in whole by any means whatsoever.

- 4.17.8 The License to operate the Restaurant shall be valid for a period 5 (Five) years from the commencement date subject to satisfactory operation of the Restaurant, as per the agreed terms and conditions. Thereafter, it may be re-tendered with ROFR clause or be renewed by O/o the DC (Handicrafts) at its sole discretion, subject to satisfactory compliance of the terms of the License Agreement by the Licensee. The License may be cancelled at any time if the Licensee fails to abide by the terms and conditions of the License Agreement.
- 4.17.9 The Licensee shall be responsible for procuring and arranging all consumables for its use in relation to operation of the Restaurant.
- 4.17.10 Food prepared by the Licensee shall be made under good hygienic conditions, and the standard of hygiene shall be strictly maintained. This will be inspected and ascertained by a Committee, appointed by O/o the DC (Handicrafts), whose direction will be binding on the Licensee. The food shall be fresh, wholesome and of good quality, Licensee shall abide by all applicable laws relating to sale of food, hygiene and safety etc.
- 4.17.11 The Licensee shall be fully responsible for the cleanliness of the Restaurant premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Restaurant premises periodically, and O/o the DC (Handicrafts) shall have the right to terminate the License if the premises are found to be in unsanitary condition.
- 4.17.12 The establishment of the Licensee shall be separate from the establishment of the O/o the DC (Handicrafts) for all purposes and all respects. In no case will any kind of liability of the Licensee be borne or shared by O/o the DC (Handicrafts). The Licensee shall be responsible for indemnifying O/o the DC (Handicrafts) for any such past, present or future liabilities.
- 4.17.13 The Licensee shall not erect or install any temporary structure, or fixture inside the restaurant.
- 4.17.14 The Licensee or any of his / her salespersons shall not sell / consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of Handicrafts Bhawan.
- 4.17.15 In respect of all persons engaged for rendering services directly or indirectly by the Licensee or under the Licensee, the Licensee shall be considered as their employer. The Licensee shall also be considered as principal employer under the Contract Labour (Regulation and Abolition) Act, 1970. The Licensee shall not pay less than the minimum wage as prevalent in the municipal area of New Delhi, and shall abide by applicable laws in deploying persons for carrying out and rendering the services for operation and management of the Restaurant. The License shall have no liability of any kind with regard to the employees of Handicrafts Bhawan.
- 4.17.16 The Licensee shall observe duly at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.
- 4.17.17 The Licensee, for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in a museum Restaurant where high quality public service is expected. For such engagements, the licensee shall submit the names and credentials of his employees duly certified by the local police to Office of the DC (Handicrafts) for approval for the sake of security of Handicrafts Bhawan. Office of the DC (Handicrafts) reserves the right of approval or rejection of any such engagements. Replacement of employees of the Licensee shall be



done by following similar formalities by the Licensee. Any recommendation by Office of the DC (Handicrafts) for removal of an employee for valid reasons of indecency, misconduct, lack of integrity etc., shall be binding on the licensee for immediate compliance and replacement to be made by the Licensee.

- 4.17.18 While the existing security personnel of Handicrafts Bhawan shall remain vigil round the clock on campus, the Licensee shall be made proper arrangements for the protection of his goods and items from theft/pilferage etc.
- 4.17.19 The Licensee is liable to pay compensation for any damage to Handicrafts Bhawan properties if caused by him or his staff. The extent of such compensation shall be determined by the authority of Handicrafts Bhawan and shall be binding on the Licensee.
- 4.17.20 The Licensee, including all persons deployed or engaged by the Licensee in any manner, shall abide by the security arrangements of Handicrafts Bhawan and shall be liable for search, frisking, scrutiny, physically or otherwise, by the security staff of Handicrafts Bhawan. The Licensee and all such persons and his staff shall not reside inside the campus, except in special case emerging out of exigency, when Handicrafts Bhawan authority specifically instructs in writing that such staff members do so temporarily.
- 4.17.21 The Licensee shall provide working meal for staff at Handicrafts Bhawan at a rate to be fixed in advance with the approval of Office of the DC (Handicrafts). The rate for these meals will not be enhanced without the prior approval of Office of the DC (Handicrafts). A sample menu and price proposed for simple meal, for an average of 30 persons daily, Concession of tea, snacks & lunch rate will be finalized between Office of the DC(Handicrafts) and Lincensee.
- 4.17.22 For Service other than that mentioned above, the Licensee shall have the freedom to charge rates found suitable by him. However, it is advised that the price of foods and services offered by maintained at reasonable market level. A sample menu and prices proposed should be included in the application.
- 4.17.23 The charges for electricity, water and supporting facilities, shall be paid by the Licensee to Handicrafts Bhawan on monthly basis starting from one month after the execution of this agreement as per conditions laid down in previous clauses.
- 4.17.24 The Licensee shall provide decent liveries to the Restaurant staff.
- 4.17.25 The Licensee shall comply with each and every requirement of the various local municipal and other statutory authorities for rendering services for running the Restaurant.
- 4.17.26 The Licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- 4.17.27 Office of the DC (Handicrafts) shall have full liberty to call for absolute tidiness, cleanliness, maintenance of equipment, furniture, fixtures as agreed upon and also to demand neat and clean liveries for those who will be deployed by the Licensee for the services as servers, cooks, etc.
- 4.17.28 The Licensee, for display of sign boards, rate list etc., will follow the logo, name, branding assigned by Office of the DC (Handicrafts). The specific spaces of Handicrafts Bhawan where such display shall be made will also require specific written permission of Office of the DC (Handicrafts).
- 4.17.29 The Licensee shall not exhibit/display in Handicrafts Bhawan any printed or written notice or advertisement of any kind whatsoever without the previous written approval of Office of the DC (Handicrafts). The Licensee will not display any brand identity or logo

relating to the licensee.

4.17.30 The Licensee will not be allowed to use the Restaurant premises for parties or occasions other than those that Office of the DC (Handicrafts) may organize.

4.17.31 The Licensee will be expected, during special exhibitions held at Handicrafts Bhawan, to offer particular foods/menus that are appropriate or related directly to the exhibitions.

#### **4.18 Standard Safety Clauses**

Licensee shall:

4.18.1 Not store combustible material for a period except as may be necessary for the delivery of contracted services.

4.18.2 Install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms] and ensure that they are in fully functional condition at all times.

4.18.3 provide battery-operated emergency light.

4.18.4 not store liquid fuel of any kind.

#### **4.19 Standard Health Clauses**

4.19.1 The Licensed premises, structures and installations thereon, shall be kept in clean and sanitary condition by the Licensee to the satisfaction of Office of the DC (Handicrafts).

4.19.2 The officer authorized by Office of the DC (Handicrafts) may, without notice, enter the premises at any time and inspect the premises, material instruments and implements etc., used by the Licensee.

4.19.3 All instructions given by the officer authorized or nominated by Office of the DC (Handicrafts) or any person working under him to prevent spread of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Licensee and his agents or staff.

4.19.4 The Licensee shall notify to the officer nominated by Office of the DC (Handicrafts) if any person working under him is suffering or suspected to be suffering or convalescing from any infection disease. The Office may order medical inspection of the sick person or any person who is suspected have been in contract with the person by such agency as he may direct and take any precautionary and preventive measure considered necessary.

4.19.5 The Licensee, his agent and staff, shall not, without consent of the officer nominated by Office of the DC (Handicrafts), interfere with, injure, destroy or render useless any work executed or any material or things placed in, under or upon any land or building, by or under the orders of such Officer, with the object of preventing the breeding or entry of mosquitoes or the maintenance of sanitation.

4.19.6 The Licensee, his agents and servants shall not abuse the water sources and drainage facilities provided in the building so as to create a nuisance or insanitary situation prejudicial to public health.

4.19.7 In the event of any default, failure, negligence or breach in the opinion of the Office of the DC (Handicrafts) on the part of the Licensee in complying with either of these conditions specified in foregoing sub-clause, Office of the DC (Handicrafts) will be entitled and at liberty to cancel the license forthwith and resume possession of the premises without payment of any compensation or damages and claim in full or in part the amount deposited by the Licensee for the due performance of the License.

#### **4.20 Fire Prevention Clauses**

4.20.1 The Licensee undertakes not to use gas heating/naked light in the Licensed premises other than inside the counter / premises / kitchen / restaurant / canteen for which the License has been issued.

4.20.2 The Licensee hereby undertaken to take almost caution to prevent spillage of oil or other hazardous chemicals in the building. In the event total prevention is not possible without incurring extraordinary expense, the Licensee shall provide suitable bins/trays at appropriate places for collection of such spill, and shall dispose the collected spillage properly to avoid fire hazard or danger or unhygienic condition of the premises.

4.20.3 Licensee shall install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms for a Restaurant and kitchen of this size] and ensure that they are in fully functional condition at all times.

4.20.4 Licensee shall not to keep or cause any obstruction at the exit and escape routes in the premises under this license.

4.20.5 Licensee shall provide adequate number of waste bins with proper lids, in the appropriate places around the premises under this license.

4.20.6 Licensee shall not obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.

4.20.7 Licensee shall not exceed the loading limits of power sources as specified by Handicrafts Bhawan and shall not make any loose or temporary connections in the building.

4.20.8 Licensee shall educate people to be deployed by it to be conversant with emergency and evacuation procedures and handling of portable firefighting equipment.

4.20.9 Licensee shall submit the premises for inspection of fire prevention measures every year, and the licensee shall comply with the recommendations made by inspecting officer.

4.20.10 Licensee should have the electrical circuit in the Restaurant premises tested at least once a year and submit the test report to Office of the DC (Handicrafts). If any defect is noted, it should be rectified immediately and the compliance report furnished.

4.20.11 No cable should be laid on false-ceiling and partition wall, cable, wherever required, should be encased in metal cable trays.

4.20.12 Miniature circuit breaker and metal clad distribution board should only be used for electrical installations and distribution. ELCB should also be incorporated in the circuit.

4.20.13 Main switch Board, electric meter, distribution board etc, should not be fixed on any combustible material.

4.20.14 No combustible material should be stored under or close to the electric switch board/

distribution board/ meters etc., and the approach pathway/ corridors to electrical switchboards etc., should kept clear and free of any obstructions whatsoever.

- 4.20.15 If in the allotted space no false ceiling has been provide work will be undertaken by Licensee without specific approval in writing obtained in advance from Office of the DC (Handicrafts).
- 4.20.16 If the Licensee plans any false ceiling, its frame and panel etc. should not be made of wood or any such combustible materials. 'Fire retardant' material should be used for this purpose.
- 4.20.17 Internal partitions and other such modifications are prohibited within the licensed premises, unless written permission is obtained in advance from Office of the DC (Handicrafts).
- 4.20.18 Wherever a false ceiling is provided, storing of any type of material above the false ceiling is prohibited.
- 4.20.19 Appropriate housekeeping measures should be undertaken at all the times to keep the premises, and the area leased out around the premises, neat, clean and free from any garbage and disposable materials.

#### **4.21 Clarifications, Disputes and Settlements**

- 4.21.1 That in case of any dispute arising between Office of the DC (Handicrafts) and the Licensee, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who may be appointed by Office of the DC (Handicrafts) for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as aforesaid is or has been an employee of Office of the DC (Handicrafts) and the award of the arbitration will not be challenged or be open to question in any court of law on this account.
- 4.21.2 Both Office of the DC (Handicrafts) and Licensee agree to be bound by the decision of the arbitration and that the decision of the arbitration shall be final and conclusive and not open to any challenge or review. Both the parties here to expressly agree that the appointment of any person as arbitration would not be invalidated or the decision of the arbitration would not be vitiated merely on the ground of his/her being associated with Office of the DC (Handicrafts) as one of the officers or in any other capacity whatsoever.

#### **4.22 Jurisdiction**

In case of any dispute where legal action is compelled to be initiated by any of the parties, jurisdiction of the courts shall be New Delhi.

#### **4.23 Force Majeure**

- 4.23.1 Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of Office of the DC (Handicrafts) or Licensee.
- 4.23.2 If because of any strike or lockout either in Handicrafts Bhawan or in the Local area, the Licensee is unable to function or his business is affected, Office of the DC (Handicrafts) shall not be liable for any loss, which the Licensee may suffer in such an event. However,

rebate in the license fee due to natural calamities may be granted as per the merit of the case and policy laid down by Office of the DC (Handicrafts) from time to time.

#### **4.24 Notices**

Any notice which is required to be given either by the Licensee or Office of the DC (Handicrafts), will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the License Agreement. Notices may be delivered by pre-paid post, receipted e mail or facsimile transmission and will be deemed to have been served, if by post, three business days after posting and, if any facsimile transmission or e mail, when dispatched or, if such day of delivery is not a business day, on the next following business day.

#### **4.25 Transferability, Assignment and Sub-Contracting**

The Licensee does not have the right to transfer the benefit of this License Agreement or to delegate any obligations to a third party without the prior written consent of Office of the DC (Handicrafts). The Licensee shall not, unless with the written consent of Office of the DC (Handicrafts), create a sub-contract of any description with regard to this License or any part thereof, nor shall he without such written consent as aforesaid, assign or transfer his license or any part thereof.

**Bid Application Forms  
(BAF)**

**For Licensing of Restaurant At**

**Rajiv Gandhi Handicrafts Bhawan, Baba Kharak Singh Marg, New Delhi**

**(Bid Application Form - Annexure)**

Name and address of the Applicant:

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

Date.....

Place.....

**Annexure 1: Schedule of Premises**

**Schedule of Premises**

<b>Sr. No</b>	<b>First Floor</b>	
<b>1.</b>	<b>Area</b>	<b>Unfurnished Vacant space of 5,800 sq. ft. (approx.)- built up</b>
<b>2.</b>	<b>Location</b>	<b>First Floor of Handicrafts Bhawan at Baba Kharak Singh Marg, New Delhi</b>
<b>3.</b>	<b>Purpose</b>	<b>Multi-cuisine Restaurant</b>

**Annexure 2: Form 1 (Technical Bid Application Form)**

**Technical Bid Application Form for Licensing of Restaurant at Rajiv Gandhi Handicrafts Bhawan at New Delhi**

(On Official letterhead of the Applicant)

No:

Dated:

To,

**Sr. Director, O/o DC (HC)**

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Bid for License rights in Restaurant at Rajiv Gandhi Handicrafts Bhawan at New Delhi**

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 at **Rajiv Gandhi Handicrafts Bhawan** 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 licensed Shop 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 Shop 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. 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 Authorized signatory) Name and seal of Applicant

Date: \_\_\_\_\_, Place: \_\_\_\_\_

**Annexure 2: Form 2 (Technical Bid Information)****INFORMATION AT A GLANCE: TECHNICAL BID**

(All information should be given in writing with complete details

Mentioning words see at page number. Or Attached Or Yes etc are not acceptable)

<b>Sl No</b>			<b>Page No from – to</b>
01	Name & Address of the Agency includes name of authorised signatory, his office address, phone, mob, E mail ID etc relevant document to be attached		
02	Type of Agency & its Registration number & date (Proprietorship / Partnership / Private Limited / Limited Co., relevant document to be attached		
03	GST Number PAN Number FSSAI valid license number etc relevant document to be attached		
04	Details of MSD / local Corporation Hygiene & Health Clearance Certificate. relevant document to be attached		
05	Annual turnover of the firm for last three consecutive f/ys (Copy of audit balance sheet certified by CA along with ITR for last 3 years be attached).		
06	Details of Current catering/ restaurant assignments (attach a copy of agreement / document , name of clients, clients address, phone number and supply photographs in digital format )		
07	Details of experience in running Restaurant /canteen / food court / restaurant etc with period from and to relevant document to be attached		
08	Details of exp of successfully completing at least two contracts for running restaurant / food court in Govt, of India's Museum / Art & Craft Centre to tourist plan / Trust etc in the last five years		

Stamp with signature  
of authorized signatory

**Annexure 2: Form 2 (Technical Bid Information)**

09.	Details of trade license for operating catering / restaurant business issued by the concerned authority. relevant document to be attached		
10	Details of Earnest Money Deposit (EMD) / Exemption supporting documents i.e., DD details or MSME/NSIC Regn No. & date relevant document to be attached		
11	Affidavit for never have been black listed by any of the Central / State organisation and no court case / Arbitration proceeding is pending against the agency, if so details thereof and the outcome may be mentioned.		
12.	Other Information, if any		

**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 Restaurant 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: \_\_\_\_\_

**Annexure 3 (Self Assessment for 100 Points Methodology)**

**SELF ASSESSMENT FOR 100 POINTS METHODOLOGY**

Self assessment by bidder is to be made based on the criteria for technical evaluation as mentioned at page no. 15 of this tender document to know the scoring of the points :-

<b>Sl.</b>	<b>Criteria wise maximum marks</b>	<b>(Marks assessed by bidder)</b>	<b>Write Justification / details of specific criteria fulfilled by bidder with page number of supporting documents</b>	<b>Remarks (To be filled by committee )</b>
<b>01</b>	<b>Criteria No. 1 Max 40 points</b> (successful completion of running restaurant at specific places)			
<b>02</b>	<b>Criteria No. 2 Max 30 points</b> (Awards , ratings /cuisine etc )			
<b>03</b>	<b>Criteria No. 3 Max 30 points</b> (Annual turnover based)			

For and on behalf of  
(Name of the Applicant) \_\_\_\_\_

Signature  
(Name of the Authorized Signatory) \_\_\_\_\_

Designation: \_\_\_\_\_

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

**Annexure 4 (Financial Capacity)**  
**Financial Capacity of the Applicant Firm/ Bidder**

(Certificate from Statutory Auditor/ Chartered Accountant)

<b>Information from balance sheet</b>				
	As on 31 Mar 2019	As on 31 Mar 2018	As on 31 Mar 2017	
Total Assets				
Total Liabilities				
Net worth				
Current Assets				
Current liabilities				

<b>Information from income Statement</b>				
	f/y 2018-19	f/y 17-18	f/y 16-17	
Revenue from restaurant business				
Total Revenue				
Profits before Taxes				

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

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**Annexure 5 (Power Of Attorney)**

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

**Power of Attorney by Applicant / Firm in favor of Designated Person**

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 Restaurant at Rajiv Gandhi handicrafts Bhawan, Baba Kharak Singh Marg, New Delhi**" 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 ----- 2018—in the presence of the following witnesses,

Witness1  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness 2  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

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

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

**Annexure 6 (Declaration cum Undertaking)**

**(on letter head of Applicant)**

**Disaster Management Protocol**

I/We hereby declare that, in case we are allotted the licensed space, I/we shall adhere to the ‘Disaster Management Protocol’.

**NON TEMPERING OF TENDER DOCUMENT**

I / we (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website” <http://www.handicrafts.nic.in>&<http://www.eprucure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded.

**(FOR EPF & Misc provisions Act 1952)**

I / we . (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize HOD, Office of the DC (Handicrafts) to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

**Declaration Regarding Blacklisting/ Non-Blacklisting  
From Taking Part In Govt. Tender By DoT/Govt. Dept**

I/ We hereby declare that the firm/company namely M/s .....  
.....has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

**Or**

I / We . hereby declare that the firm/company namely M/s .....Was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ..... years w.e.f. .... The period is over on..... And now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Sr Dir (M) EMD / SD shall be forfeited. In addition to the above Office of the DC (Handicrafts) will not be responsible to pay the bills for any completed/ partially completed work.

**No Near Relative (S) Of The Contractor Working In Office Of The Dc (Handicrafts) & Handicrafts Bhawan**

I / we Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Office of the DC (Handicrafts) & Handicrafts Bhawan as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Office of the DC (Handicrafts) & Handicrafts Bhawan shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

**Signature of the tenderer with seal**

**Annexure 7 (Financial Bid)**

**FINANCIAL BID**

**LICENSING OF RESTAURANT AT RAJIV GANDHI HANDICRAFTS BHAWAN**

- a) I/we shall pay to Licensor a License fee of **Rs.** \_\_\_\_\_per month (in figures)  
(rupee \_\_\_\_\_)  
(in words)
- b) I/we shall also pay the other utility charges like, electricity, water & common area maintenance charges etc.
- c) I/we undertake that the licensed Restaurant shall not be utilized for business / trade other than as identified in the RFP for this Restaurant.
- d) 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.
- e) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Licensed 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.
- f) I/we confirm that all applicable terms and conditions as specified in the RFP and License Agreement shall be adhered to by me/us during the entire License Period.
- g) I/we understand that allocation of Restaurant space will be done on ranking of the bid.
- h) 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.
- i) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- j) 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.
- k) I/we understand that all stamp duties for registration of built-up Restaurant 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 Restaurant 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 8: Abbreviations**

### **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 Television
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. DC(HC): Office of the Development Commissioner for Handicrafts
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