2nd Call

REQUEST FOR PROPOSAL

For Licensing to run a Food Kiosk in

Rashtriya Swachhata Kendra, at Gandhi Darshan, Rajghat, New Delhi

July 2020

Department of Drinking Water and Sanitation, Ministry of Jal Shakti,

4th Floor, Pt.Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road,

NEW DELHI – 110 003

Page 1 of 41
No. S-13014/6/2017-SBM-Part(1)
Government of India
Ministry of Jal Shakti
Department of Drinking Water and Sanitation
Swachh Bharat Mission (Gramin)
Information, Education and Communication (IEC) Section

12th floor, Pt. Deendayal Antyodaya Bhawan,
CGO Complex, Lodhi Road
New Delhi-110003,
Dated the ___ July 2020

Letter of Invitation

1. Limited tenders are hereby invited under two bids system i.e. Technical bid & Financial bid from interested Agencies for licensing of a Food Kiosk in Rashtriya Swachhata Kendra at Gandhi Smriti and Darshan Samiti, Kasturba Kutir, Rajghat, New Delhi. Tender documents can be downloaded through CPP portal www.eprocure.gov.in and GeM portal of Government of India.

2. Schedule of invitation of E-tender:

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<th>Published Date</th>
<th>21.07.2020</th>
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<tbody>
<tr>
<td>2</td>
<td>RFP document Download Start Date and Time</td>
<td>22.07.2020, 1100 Hrs (11:00 Am)</td>
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<td>4</td>
<td>Proposal Submission Start Date and Time</td>
<td>22.07.2020, 1600 Hrs (4:00 PM)</td>
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<td>6</td>
<td>Technical Proposal Opening Date and Time</td>
<td>29.07.2020 1600 Hrs (04.00 PM)</td>
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</table>

3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any of the tenders without assigning any reasons there for.

(Sanju Yadav)
Assistant Director (IEC)
Disclaimer and Confidentiality

This document has been prepared by the Department of Drinking Water and Sanitation (DDWS) ("Authority"), Ministry of Jal Shakti, solely for the purpose of providing information to potential Applicants. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of DDWS.

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

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

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

DDWS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DDWS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

DDWS also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission
of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DDWS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and DDWS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
# Table of Contents

Disclaimer and Confidentiality .................................................. 3  
Short Tender Notice ................................................................... 7  
General Terms and Conditions ...................................................... 9  
1.1 Background ............................................................................. 17  
1.2 Scope of Work ......................................................................... 17  
1.3 Location of Food Kiosk in Rashtriya Swachhata Kendra .......... 17  
1.4 Authority .................................................................................. 17  
1.6 Request for Proposal (RFP) .................................................... 18  
1.7 Eligibility criteria .................................................................... 18  
1.8 Earnest money deposit (EMD) ................................................ 18  
1.9 Performance Guarantee .......................................................... 19  
1.10 Fraud and corruption .............................................................. 19  
1.11 Preparation of the proposal ................................................... 20  
1.12 Submission, receipt and opening of proposals ...................... 21  
2.1 Overview of selection process ............................................... 22  
2.2 Evaluation of eligibility .......................................................... 22  
2.3 Award of License and Signing of License Agreement .......... 23  
3.1 Breaches/Surrender/Termination of License Agreement ......... 25  
3.2 Force Majeure ......................................................................... 26  
3.3 Indemnity and Insurance ....................................................... 26  
3.4 Prohibited activities at Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi: ............. 28  

Annexure  
Annexure 1 : Layout plan of Rashtriya Swachhata Kendra .......... 32  
Annexure 2 : Form 1 - Bid Application ........................................ 34  
Annexure 3 : Form 2 - Details of Applicant ............................... 37  
Annexure 4 : Form 3 - Financial Bid ........................................... 40  
Annexure 5 : Form 4 - Power of Attorney .................................... 42  
Annexure 6 : Form 5 - Declaration cum undertaking ................. 43  
Annexure 7 : Abbreviations ......................................................... 44
Short Tender Notice

Department of Drinking Water and Sanitation. (DDWS), Ministry of Jal Shakti, the nodal agency for establishing Rashtriya Swachhata Kendra at Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi invites tenders from all interested applicants for ‘Licensing to run a Food Kiosk’ at Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi.

Schedule of Requirements:

Issue of License to run a Food Kiosk in Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi for five (05) years period.

Eligibility:

The applicant/firm should meet the following eligibility criterion to to make themselves eligible to participate in this tender enquiry:-

a) Applicant should have existing establishment in New Delhi or NCR.

b) Should have valid licenses/registration certificate issued by the concerned authorities to run such establishment.

c) Should have minimum 3 years of experience in running restaurants/Food Kiosks or it should be a joint venture with a lead partner who should have at least 3 years of experience in the field.

d) Annual Turnover of the agency should not be less than Rs. 20 Lakhs.

e) Should have GST registration.

f) Bidder should submit an undertaking that he has not been black listed by any Govt. Dept. /agency in India and that the services being quoted have not been rejected similarly.

g) Copies of all above certificates to be submitted along with the technical proposal

Instructions:

1. The detailed Request for Proposal document can be downloaded from eprocure.gov.in/https://jalshakti-ddws.gov.in/tenders 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 4th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi.

3. Applicants must upload duly completed 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 date and time on eprocurement portal of Government of India

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 tampered/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 / Department of Drinking Water and Sanitation, Ministry of Jal Shakti.
6. Intending tenderers are advised to visit Department of Drinking Water and Sanitation, Ministry of Jal Shakti website http://jalshakti_ddws.gov.in and CPPP site https://eprocure.gov.in/epublish/app regularly till closing date of submission of tender for any corrigendum / addendum / amendment.

Critical Date Sheet

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Contact:

Ms. Sanju Yadav, Assistant Director (IEC), Department of Drinking Water and Sanitation, Ministry of Jal Shakti, 4th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi. Phone - 9818997674 email : sanju.yadav03@gov.in
General Terms and Conditions

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<thead>
<tr>
<th>S.N</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.</td>
<td>Cost of tender document</td>
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<tr>
<td>2.</td>
<td>Sale/availability of tender document</td>
</tr>
<tr>
<td>3.</td>
<td>Total units available for bidding</td>
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</table>
| 4.   | License Period                                                                                                                            | The License period shall be for five (05) years term from commencement date. Post completion of five (05) years, the Authority shall call for a fresh tender for the Kiosk, 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 Kiosk. An annual escalation of 5% on License Fee shall be applicable every year.

Bidders are instructed to review point 30 of General Terms and Conditions for details. |
<p>| 5.   | Allowable food categories for sale in Kiosk.                                                                                              | The successful bidder may decide the food categories in consultation with DDWS                                             |</p>
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<th>Description</th>
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<td>6.</td>
<td>Reservations (Fixed Parameter)</td>
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</table>

Following reservations/parameters are applicable:

Food items should be hygienic and of high quality and dedicated packing cases for Rashtriya Swachhata Kendra employing motifs/elements should be done.

Use of plastic cups/plates for serving the food is strictly prohibited.

1. The Licensee will be responsible for the operation of the food kiosk with hot and cold beverages and snacks in consultation with the Department of Drinking Water and Sanitation.
2. The food kiosk is to be fully operational during the opening hours of the Kendra. The current opening hours are: **Tuesday to Sunday (8am to 5pm)**, **Monday closed**
3. The Licensee is expected to deal with any verbal observation and complaint efficiently and courteously.
4. The licensee can expand and/or improve services/menu with the approval of the Department of Drinking Water and Sanitation.
5. The various categories of items that are being envisaged as part of Rashtriya Swachhata Kendra food kiosk, in consideration of different climatic conditions of Delhi may be decided with the prior approval of DDWS.
6. The Licensee will at his own expense employ suitably qualified and sufficient staff necessary for the purpose of carrying out the services.
7. The Licensee will ensure that all areas of service are ready to commence operation prior to the opening times of the Kendra.
8. The Licensee will ensure a smart appearance by all staff at all times with the staff uniforms. Replacement and cleaning of staff uniforms will be at such frequency as will maintain this smart appearance at the Licensee’s own expense.
9. All food and beverages must be purchased, prepared and sold to high culinary standards, both in terms of content, presentation and service.
10. It is the responsibility of the Licensee to ensure that all food provided by him is safe and wholesome and is such as to be suitable for the specified services and functions.
11. All food and drinks stored by the Licensee must be stored in accordance with requirements of the Food Act 1984 and the Food Safety Act 1990 and all regulations made under those Acts as well as the requirements of the Health & Safety at Work Act or other legislation.
12. Menu process must be structured in such a way to encourage full use by the Hirer of such services.

13. The Licensee will be responsible for monitoring and maintaining the cleanliness of the food kiosk servery area including floors.
amphitheatre.

14. The Licensee will comply with all the requirements of the Health and Safety at Work etc. Act 1974, and all regulations and legislation concerning the health and safety of employees and the public. The Code of Practice and guidelines relating to the prevention or control of legionellosis must be followed.

15. The list of Acts/Regulations shown below is not exhaustive:

- Food Act 1984 and all regulations made there under; Food Safety Act 1990, and all regulations made there under Food Hygiene (General) Regulations 1970 as amended;
- Prevention of Damage by Pest Act 1949;
- Public Health Act 1936;
- Local Government (Miscellaneous Provisions) Act 1976 (Section 20);
- Health and Safety at Work Act 1974 and all regulations there under;
- Health and Safety (First Aid) Regulations 1981;
- Reporting of Injuries, Diseases, Dangerous Occurrences Regulations 1985;
- Electricity at Work Regulations 1989;
- Control of Substances, Hazardous to Health Regulations 1988;
- Health and Safety (Information for Employees) Regulations 1989;
- Contractor must complete Maidstone Borough Council Health & Safety Questionnaire.

16. Food Hygiene and services provided by the Licensee will be monitored by the Department of drinking Water and Sanitation time to time.

17. Licensee shall be responsible to obtain licence from FSSI, Health/Trade Licence, Eating House License, Shop and Establishment licence, Fire Safety Licence etc. from concerned authorities at their own cost before the Food Kiosk is made functional.

7. Eligibility Criteria

The applicant/firm should meet the following eligibility criterion to to make themselves eligible to participate in this tender enquiry:-

a) Applicant should have existing establishment in New Delhi or NCR.

b) Should have valid licenses/registration certificate issued by the concerned authorities to run such establishment.

c) Should have minimum 3 years of experience in running restaurants/Food Kiosks or it should be a joint venture with a lead partner who should have at least 3 years of experience in the field.

d) Annual Turnover of the agency should not be less than Rs. 20 Lakhs.
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<td>8.</td>
<td><strong>Number of Kiosk available for allotment</strong></td>
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<tr>
<td></td>
<td>One</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Bid System</strong></td>
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<td>Single Stage Two bid System</td>
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<td>10.</td>
<td><strong>Method of Selection</strong></td>
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<td></td>
<td><strong>Highest Financial Proposal</strong> (above reserve price)</td>
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<td></td>
<td>Applicants are advised to refer Point No 12 of term sheet for published reserve price.</td>
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<tr>
<td>11.</td>
<td><strong>Allotment Process</strong></td>
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<td></td>
<td>Bidders may attend bid opening of Food Kiosk. The Technical bids of all the bidders will</td>
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<td></td>
<td>be opened on 29.07.2020 at 1600 hrs (04.00PM). Financial bids of all responsive/eligible</td>
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<td>bidders will be opened on a date that will be intimated to all separately and the Kiosk</td>
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<td>will be allotted to the highest bidder.</td>
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<td>Authority reserves the right that, in the event there is not enough representation in</td>
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<td>bidding process, then the Kiosk may be allotted, as per the discretion of the Authority,</td>
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<td></td>
<td>to the highest bidder in descending order of the financial bids of waitlisted participants.</td>
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<td>12.</td>
<td><strong>Minimum Reserve Price for License Fee</strong></td>
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<td></td>
<td>Minimum Reserve Price (MRP) for license fee for the Kiosk space is Rs. 3,650/-</td>
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<td>Authority reserves the rights to accept only those bids which are above this minimum</td>
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<td></td>
<td>reserve price.</td>
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<td>13.</td>
<td><strong>Common Area Maintenance (CAM) and Electricity charges</strong></td>
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<td>The common area maintenance charges are kept fixed at Rs. 4,000 / per month for 1st</td>
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<td>year. An annual escalation of 05% every year shall be applicable in common area</td>
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<td>maintenance charges.</td>
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<td></td>
<td>Electricity charges to be payable as per actual consumption of individual license.</td>
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<td>14.</td>
<td><strong>Site Visit</strong></td>
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<td>Applicants are advised to submit their respective Bids only after visiting the site.</td>
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<td>15.</td>
<td><strong>Pre Bid Conference</strong></td>
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<td>Date and Time as per Critical Date Sheet</td>
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<td>Venue: 4th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003</td>
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<td>16.</td>
<td><strong>Last date of sending queries</strong></td>
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<td>28.07.2020 1000 hrs (10.00 AM)</td>
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</table>
17. Name and Address where queries/correspondence concerning this Request for proposal is to be sent.

Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at yugal.joshi@gov.in or in writing to:

Ms. Sanju Yadav, Assistant Director (IEC), Department of Drinking Water & Sanitation, Ministry of Jal Shakti, 4th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003

18. Authority’s response to queries by

28.07.2020 at 1400 hrs (2.00 PM)

19. Earnest Money Deposit (EMD)

All Applicants shall submit EMD of Rs. 6,000/- (Indian Rupees Ten Thousand only) through Account Payee Demand Draft/Banker’s Cheque.

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.

In case of DD, Applicant shall clearly write Name of Applicant and Contact details at the back side of DD.

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

Applicants are requested to refer clause 1.8 for details and instructions.

20. Website wherein, the tenders to be uploaded

Central Procurement Portal (CPP).

21. Last date and time of Submission of Proposals (Proposal Due Date)

Date and Time as per Critical Date Sheet

22. Date of opening of proposal by Bid opening committee

Date and Time as per Critical Date

Sheet Venue:
4th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003

23. National Capital Region

National Capital Region Comprise of all the Districts of Uttar Pradesh, Haryana adjoining to Delhi as notified by the Government

24. Validity of proposal

180 days from due date of Submission of Proposal.

25. Letter of Intent (LoI) to successful applicants

To be communicated later
| 26. Performance Guarantee (PG) | Preferred Bidder shall submit Performance Guarantee (PG) equivalent to **Two (02) months of License Fee**.
PG shall be submitted through Demand Draft/ Banker’s Cheque/ Bank Guarantee in the name of Licensor
Performance Guarantee should remain valid for a period of sixty days beyond the date of expiry of License period.
PG to be submitted by the Applicant before signing of License agreement.
PG shall not bear any interest payable by the Authority/Licensor to the Applicant/licensee.
*Applicants are requested to refer clause 1.9 for details and instructions.* |
| 27. Signing of License Agreement | Within 7 working days from the date of receipt of full payment of Advanced License Fee and Common Area Maintenance Charge for 1st Month along with applicable taxes, charges and receipt of interest free Performance Guarantee (PG) by the Licensing Authority or as stipulated in the Letter of Intent (LOI).
Any deposits or advance paid by the licensee shall not bear any interest payable to the licensee by the Licensor. |
| 28. Mobilization Period | The licensee shall be allowed thirty (30) days of license fee free mobilization period for completion of fit-out works.
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). |
| 29. Commencement Date (of License Period) | The commencement date of License Period shall be 30th (Thirtieth) day from date of signing of License Agreement. |
| 30. License Period | The License period shall be for **five (05) years term** from commencement date.
Post completion of five (05) years, the Authority shall call for a fresh tender for respective Kiosk, 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 Kiosk.

An annual escalation of 5% on License Fee shall be applicable every
year.

Post completion of License Period the Interest free Performance Guarantee
will be refundable after deduction of applicable dues/arrears/damages etc,
and as per agreement conditions.

Post completion of License Period or upon termination, the Licensee shall
not reserve any rights to the allotted licensed space. The Licensor shall
have right to call for fresh proposal for the Licensed space.

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.

On expiry of License period or on termination, the licensee shall hand over
the vacant possession of Licensed space peacefully, fee from any
encumbrances, to the licensor. The licensee shall be free to remove any
materials he may have kept in the licensed space, however, any fit-outs and
semi-permanent structures such as false ceiling etc. installed by licensee in
the Licensed space will vest with the licensor.

<table>
<thead>
<tr>
<th>31. Sub- licensing/sub- letting</th>
<th>No sub-licensing/sub-letting is allowed</th>
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<tbody>
<tr>
<td>32. Payment Terms</td>
<td>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 25th day of preceding month.</td>
</tr>
<tr>
<td>33. Modes of Payment</td>
<td>Payments can be made through Demand Draft/Banker’s Cheque in favour of PAO, Department of Drinking Water and Sanitation</td>
</tr>
<tr>
<td>34. Commencement of License fee</td>
<td>From Commencement Date as defined in the Term sheet.</td>
</tr>
<tr>
<td>35. Statutory documents and approvals.</td>
<td>Licensee shall obtain all due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities before Commencement of Operation.</td>
</tr>
<tr>
<td>36. Commencement of Operations</td>
<td>The licensee shall commence operation from “Commencement Date” as defined in the Term Sheet.</td>
</tr>
<tr>
<td>37. Exit by licensee</td>
<td>Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement; in such case the Interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) and interest free Performance Guarantee will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</td>
</tr>
<tr>
<td>38. Pre-mature License Termination or Breach of License Agreement</td>
<td>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 Performance Guarantee paid by the licensee shall be forfeited. Applicants are requested to refer clause 3.1 for details and instructions.</td>
</tr>
<tr>
<td>39. License Termination</td>
<td>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 Performance Guarantee and advance License fee paid by the licensee for the respective year, shall be forfeited. Applicants are requested to refer clause 3.1 for details and instructions.</td>
</tr>
<tr>
<td>40. Clauses on fraud and corruption in the Contract:</td>
<td>Applicants are requested to refer clause 1.10</td>
</tr>
<tr>
<td>41. Public Premise</td>
<td>Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir is property of Union of India, and is Public Premise under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended from time to time</td>
</tr>
<tr>
<td>42. Prohibited Activities</td>
<td>Applicants are requested to refer clause 3.4.</td>
</tr>
<tr>
<td>43. Conversion factor for Licensed area</td>
<td>Conversion factor considered for area conversion between square meter (sqm) and square feet (sqft) shall be as under: 1 sqm = 10.76 sqft or 1 sqft = 0.093 sqm</td>
</tr>
<tr>
<td>44. Details for Demand Draft</td>
<td>Demand Draft shall be made in favor of PAO Department of Drinking Water and Sanitation, issued by one of the nationalized/Scheduled Banks of India, payable at New Delhi.</td>
</tr>
</tbody>
</table>
SECTION 1: Instructions to Bidders (ITB)

1.1 Background

1.1.1 Rashtriya Swachhata Kendra (RSK) is established by the Department of Drinking Water and Sanitation at Gandhi Darshan, Rajghat, New Delhi. RSK shall be an experience centre which will encompass maximum citizen’s engagement to impart information, awareness and education on Swachhata and related aspects through assimilating learning, best practices, global benchmarks, success stories and thematic messages in an interactive format with a balanced mix of digital and outdoor installations. For the visitors at RSK, DDWS has decided to open a small food kiosk along with the souvenir Kiosk which will serve hot and cold beverages and snacks so that visitors can spend some relaxing time sitting at amphitheatre. Department of Drinking Water and Sanitation (DDWS), Ministry of Jal Shakti invites tenders from running a food kiosk at Rashtriya Swachhata Kendra at Gandhi darshan, Rajghat.

1.2 Scope of Work:

1.2.1 Rashtriya Swachhat Kendra (RSK) is expected to visit by nearly 4000 visitors every day who may like to have Tea/Coffee/Soft drinks and snacks during their stay in RSK. The aim of opening the Food Kiosk in RSK is to make available hygienic food items that are reasonably priced for national and international audiences who visit the Kendra. The food items will be sold at the Food Kiosk of Rashtriya Swachhata Kendra which have no branches or outlets outside the Kendra premises unless otherwise decided by the Department of drinking Water and Sanitation.

1.2.2 Kiosk will be provided with all basic amenities installed such as flooring, false ceiling, aluminium glazed door, light fixtures and electrical connections. Any temporary fit out additions/ modifications for Kiosk interiors shall be in the scope of the Licensee and shall be executed only after approval of authorized representative of the Licensor. Licensee shall adhere to the electrical loading allowable for Licensed space.

1.3 Location of Food Kiosk in Rashtriya Swachhata Kendra

1.3.1 For location of the Food Kiosk in Rashtriya Swachhata Kendra, please refer ‘Annexure 1’.

1.4 Authority

1.4.1 For the purpose of this RFP, Authority shall mean Department of Drinking Water and Sanitation (DDWS), Ministry of Jal Shakti, Government of India, the nodal agency for Establishment of Rashtriya Swachhata Kendra at Gandhi Darshan, Kasturba Kutir, Rajghat,

1.5 Licensor and Authorized Signatory for Licensor

Page 17 of 41
1.5.1 "The Licensor" means President of India, through Department of Drinking Water and Sanitation (DDWS), Ministry of Jal Shakti, Government of India

1.5.2 Director (IEC), Department of Drinking Water and Sanitation (DDWS), Ministry of Jal Shakti, Government of India or any other officer Authorized by the Secretary, Department of Drinking Water and Sanitation, Ministry of Jal Shakti shall be appointed as Estate Officer of Rashtriya Swachhata Kendra, New Delhi.

1.6 Request for Proposal (RFP)

1.6.1 The Authority invites online proposal in prescribed formats from eligible Applicants ("Applicants") for Licensing of the Food Kiosk in Rashtriya Swachhata Kendra.

1.7 Eligibility criteria

1.7.1 The applicant/firm should meet the following eligibility criterion to to make themselves eligible to participate in this tender enquiry:-

a) Applicant should have existing establishment in New Delhi or NCR.

b) Should have valid licenses/registration certificate issued by the concerned authorities to run such establishment.

c) Should have minimum 3 years of experience in running restaurants/Food Kiosks or it should be a joint venture with a lead partner who should have at least 3 years of experience in the field.

d) Annual Turnover of the agency should not be less than Rs. 20 Lakhs.

e) Should have valid GST registration.

f) Bidder should submit an undertaking that he has not been black listed by any Govt. Dept. /agency in India and that the services being quoted have not been rejected similarly.

g) Copies of all above certificates to be submitted along with the technical proposal.

1.8 Earnest money deposit (EMD)

1.8.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 6,000/- (Indian Rupees Ten Thousand only) through Account Payee Demand Draft/Banker’s Cheque. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.

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

1.8.3 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.

1.8.4 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
(a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and

(b) if the successful Applicant fails to execute the License Agreement within the stipulated time.

1.9 Performance Guarantee

1.9.1 Preferred bidder shall submit Performance Guarantee (PG) Equivalent to Two (02) months of License Fee payable by preferred bidder for the license term. PG shall be submitted through Demand Draft/ Banker’s Cheque/ Bank Guarantee in the name of Licensor. PG should remain valid for a period of sixty (60) days beyond the date of expiry of License period.

1.9.2 PG to be submitted by the Applicant before signing of License agreement. PG 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.

1.9.3 Exiting from License agreement after payment of Performance Guarantee even without taking possession of Kiosk shall lead to forfeiture of Performance Guarantee and all other payments made.

1.9.4 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 Performance Guarantee.

1.9.5 In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Performance Guarantee and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.

1.10 Fraud and corruption

1.10.1 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
1.10.2 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;

1.10.3 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.

1.11 Preparation of the proposal

1.11.1 Applicant can submit only one proposal for the Food Kiosk space.

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

1.11.3 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 before uploading the proposal along with proposal documents on CPP portal

(a) Applicant’s proposal shall consist of following two parts –

<table>
<thead>
<tr>
<th>Technical Bid</th>
<th>Details to be mention on envelop:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Eligibility Documents</td>
</tr>
<tr>
<td></td>
<td>2. Name of Applicant</td>
</tr>
<tr>
<td></td>
<td>3. Enclosures:</td>
</tr>
<tr>
<td></td>
<td>Original Form 1, Form 2, Form 3, Form 4, Form 5 and EMD</td>
</tr>
<tr>
<td>Note: Form 3 is Financial bid statement. Applicant should not mention the license fee offered by him/her in this form</td>
<td></td>
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</tbody>
</table>

| Financial Proposal            | 1. Financial Proposal as per the BOQ available in CPP portal to be uploaded. |

(b) EMD shall be submitted in the form of Account Payee Demand Draft/Banker’s
Cheque in favour of PAO, Department of Drinking Water and Sanitation. In case of DD, Applicant shall clearly write Name of Applicant and Contact details at the back side of DD.

1.11.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant’s own risk.

1.11.5 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

(a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
(b) received all such relevant information as it has requested from Authority; and
(c) made a complete and careful examination of the various aspects of the Project.

1.11.6 Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.

1.12 Submission, receipt and opening of proposals

1.12.1 Proposals must be uploaded on CPP portal before the time and date stated in this RFP, or any new date extended by Authority. Proposals would be opened as per schedule mentioned in Term Sheet.
SECTION 2: Evaluation, award and Signing of Agreement

2.1 Overview of selection process

2.1.1 The invitation for proposal for licensing the Food Kiosk shall be evaluated according to eligibility criteria and financial proposal of eligible Applicant; and the space shall be allotted to eligible Applicants solely on the basis of highest ranking as per financial proposals of eligible applicants.

2.1.2 Authority reserves the rights to accept only those bids which are above minimum reserve price.

2.1.3 Applicants may attend the technical proposal opening on the date mentioned in the term sheet.

2.1.4 Technical bids will be opened on scheduled date for bid opening and short listing of eligible Applicants will be done based on receipt of requisite forms, documents and EMD. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal for the Kiosk, proposals of such applicant shall stand cancelled. The Form No.3 financial proposal that is being uploaded as a part of Technical proposal should not contain the license fee offered by the bidder. In this form, all the details except the rates quoted may be filled and uploaded on CPP portal.

2.1.5 Financial Proposal of only eligible Applicants shall be opened. Eligible Applicants shall be ranked as per highest License fee quoted (as per BOQ) above the reserve price.

2.1.7 Applicant having highest financial proposal for the Kiosk space shall be identified as preferred bidder for the Kiosk space.

2.1.8 From the time the proposal is opened till the time Applicant is invited for allocation / allotment of Kiosk, the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/license may result in rejection of the applicant’s proposal.

2.1.9 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.

2.2 Evaluation of eligibility

2.2.1 Evaluation of Eligibility of the Applicant

a) Documents would be checked for adherence with the prescribed criteria.

b) By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this RFP.
2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP by opening the technical bid. 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) Each page of the proposal is signed as stipulated in this RFP document;
   d) It contains all the information (complete in all respects) as requested in the RFP;
   e) It does not contain any condition or qualification;

2.2.3 The Authority reserves the right to reject any proposal which is non-responsive.

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

2.2.5 Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.3 Award of License and Signing of License Agreement

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

2.3.2 Successful applicant shall execute the License Agreement within one week of the issue of LoI or within such further time as the Authority may agree in its sole discretion. Agreement shall be signed after receipt of advance License fee by the Authority/Licensor and Performance Guarantee in the manner prescribed herein.

2.3.3 Failure of the Successful Applicant to execute the contract agreement and submit Performance Guarantee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.

2.3.4 The licensee shall operate the Licensed space as per the designated food items category.

2.3.5 The licensee shall bear All stamp duties for registration of Kiosk required for the execution of License agreement in pursuance of this Bid.

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

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

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

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

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

2.3.11 The licensee shall bear cost to any loss or damage caused to the property by the licensee.
2.3.12 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.

2.3.13 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/ or cancel the Bidding/Selection/Allotment Process and/ or amend and/ or supplement the Bidding/Selection/Allotment Process or modify the criteria or other terms and conditions relating thereto;

b) consult with any Applicant in order to receive clarification or further information;

c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Applicant; and/or

d) 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: Special Terms and Conditions

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 herein specified or any other due to be paid by the Licensee to the Licensor by the stipulated date.

(c) If the Licensee makes any change in ownership of License by sale, merger or acquisition.

(d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

(e) If the Licensee is in persistent non-compliant of the written instructions of officials authorized by the Licensor.

(f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Licensor.

(g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from the Licensor fails to cure the Default to the satisfaction of the Licensor.

(h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

(i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

(j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Kiosk, save and except as otherwise expressly permitted under this Agreement.

(k) If a resolution for voluntary winding up has been passed by the shareholders of
the Licensee.

(l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.

(m) If the Licensee has abandoned the Licensed Kiosk 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 3.4 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 hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

(a) Earthquake, Flood, Inundation, Landslide.

(b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

(c) Fire caused by reasons not attributable to the Licensor.

(d) Acts of terrorism.

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

(f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc., and

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

3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Guarantee 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/
3.3.2 The Licensee hereby undertakes to indemnify the Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

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

3.3.4 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made thereunder. 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 Kiosk 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 Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir, Rajghat, 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 loud speakers
g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/Competent Authority (allowed only upto 10 PM).
Bid Application Forms (BAF)

for Licensing of Food Kiosk At

Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi

(Bid Application Form - Annexures)

Name and address of the Applicant:

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Date ........................................
Place ........................................
Layout Plan of Rashtriya Swachhata Kendra showing location of Food Kiosk

The dimension of the Food Kiosk is 2.60 Mtrs x 2.60 Mtrs = 6.76 Sqm or 72 Sq Ft.
Bid Application Form for Licensing of Food Kiosk in Rashtriya Swachhata Kendra at Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi

(On Official letterhead of the Applicant)

No: 

Dated: 

Sub: Bid for License rights of Food Kiosk in Rashtriya Swachhata Kendra at Gandhi Darshan, Kasturba Kutir, Rajghat, 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 for Food Kiosk for sale of allowable food items on License Fee basis in Rashtriya Swachhata Kendra at Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi as per terms of RFP and selection process. The Bid is unconditional.

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. I/ We have studied all the RFP and Proposal Document carefully and also surveyed the proposed licensed Kiosk 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.

8. I/ We shall submit Performance Guarantee to the Licensor in accordance with the RFP Document.

9. 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.

10. 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 Kiosk space/site.
11. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

13. 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,

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

Yours

(Signature, name and designation of the Authorised signatory) Name and seal of Applicant

Date:______________, Place:______________
Form 2 Details of Applicant

(On the Letter Head of the Applicant)

1. Applicant details:

[Signature]
a) Name of Applicant

b) Address of the firm in New Delhi or adjoining districts as per RFP


c) Date of incorporation and/or commencement of business, registration no.

d) GST registration details

e) PAN

2. Details of individual(s) who shall serve as the point of contact / communication for Authority with the Applicant:
   a) Name
   b) Telephone / Mobile number
   c) E-mail address (if any)

3. Under which allowable food items category is the proposal submitted (Category - I or Category - II):

   (refer point 5 of term sheet for allowable food items category and refer point 7 for eligibility criteria under each category).

4. Applicant’s main line of Business(s)/ Trade(s).

5. Enclosure Checklist: following shall be enclosed with Envelop-1:

<table>
<thead>
<tr>
<th>SN</th>
<th>Document</th>
<th>Enclosed (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Duly filled signed and stamped Form 1 and Form 2</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>(a) Attested copy of supporting document for existing establishment in New Delhi or NCR</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Form No.3 – Financial Bid statement</td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Original Power of Attorney as per Form 4</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Declaration cum Undertaking as per From 5</td>
<td></td>
</tr>
</tbody>
</table>
In case of firm/company, submit attested copy of registration / incorporation certificate and power of attorney in favour of Authorized Signatory.

<table>
<thead>
<tr>
<th>VI</th>
<th>Earnest Money Deposit (EMD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Demand Draft / Bankers cheque)</td>
</tr>
<tr>
<td></td>
<td>MSME/NSIC registered bidders must submit copy of respective registration certificates to avail EMD exemption</td>
</tr>
</tbody>
</table>

Below mentioned valid documents issued in the name of bidder clearly indicating address of the bidder as per applicable criteria, can be submitted as proof of existing establishment in New Delhi or any of the six (06) revenue divisions as per RFP,

- Valid Business License or Certificate of Registration issued by State/Central/Local Government authority
- Registration certificate/license issued by Municipal authorities such as Kiosk/shops/restaurant & Establishment Certificate/Trade License
- MSME Certificate
- Complete Income Tax return (ITR 4) duly acknowledged by Income Tax authorities.

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

For and on behalf of
(Name of the Applicant)

Signature:
(Name of the Authorized Signatory)

Designation:

Place: ____________________ Date: ____________________
Form 3 Financial Bid

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

I/We hereby offer to take the Kiosk space for sale of allowable food items on License basis in Rashtriya Swachhata Kendra, Gandhi Darshan, Kasturba Kutir, Rajghat, New Delhi.

I/we shall pay to Licensor a monthly License fee as per rate quoted by us in the BOQ uploaded on CPP portal, per Month plus taxes as applicable for the Licensed Kiosk space payable in advance as per terms and conditions mentioned in the RFP.

a) I/we shall pay to Licensor a monthly common area maintenance charges kep: fixed at Rs. 4,000 / per month plus taxes as applicable per licensed space for 1st year (for the date of signing of license agreement) and except an annual escalation of 0.5% every year applicable in common area maintenance charges.

b) I/we shall also pay Electricity charges as per actual consumption of my licensee space.

c) I/we understand that License Fee shall be worked out on monthly basis for the Kiosk and viewed the location of Food Kiosk as per the layout plan attached with the RFP as per Annexure

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 Space including but not limited to technical and financial viability, legal framework 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 understand that the License fee shall be worked out on the basis of total area of the Kiosk indicated in the Annexure I of the RFP.

g) I/we confirm that all applicable terms and conditions in RFP and License Agreement shall be adhered to by me/us during entire License period.

h) I/we understand that allocation of Kiosk will be done on ranking of the bid, as per financial bid submitted. 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 Kiosk required for execution of License agreement in pursuance of this Bid and that shall be borne by Licensee.

l) 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 Kiosk offered, all risks and contingencies and all other conditions that may affect the financial bid.

m) 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: ____________________________
[on non-judicial stamp paper of Rs. 100/-]

Power of Attorney by Applicant / Firm in favour 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 Food Kiosk Space in Rashtriya Swachhata Kendra at Gandhi Darshan, Kasturba Kutir, Rajghat, 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,

Witness 1
Signature____________
Name____________
Address____________

Witness 2
Signature____________
Name____________
Address____________

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

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

(on letter head of Applicant)

To,

The Secretary,
Department of Drinking Water and Sanitation,
Ministry of Jal Shakti, Govt. of India
4th Floor, Pt. Deendayal Antyodaya Bhawan,
CGO Complex, Lodhi Road, New Delhi

I/We hereby declare that, in case we are allotted the Licensed space:

a) I/we shall display and sell only the specified products in the Licensed area,
b) I/we shall adhere to the ‘Disaster Management Protocol’

__________________________
Signature of Applicant

Date: _____________________
List of Abbreviations used in the Bid Document

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