



**REQUEST FOR PROPOSAL FOR LICENSING OF GUEST HOUSE AND RESTAURANT IN DEENDAYAL HASTKALA SANKUL (TRADE FACILITATION CENTRE & CRAFT MUSEUM), VARANASI**

February, 2021

**Office of the Development Commissioner (Handicrafts)  
Ministry of Textiles, Govt. of India  
West Block No. 7, R.K. Puram Sector 1, New Delhi - 110066**

**WEBSITES: <https://eprocure.gov.in/eprocure/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 Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Authority 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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## Term Sheet

S. No.	Description																	
1.	Cost of Bid document	Nil																
2.	Date sheet	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Published Date:</td> <td>05<sup>th</sup> February, 2021</td> </tr> <tr> <td>RFP download Start Date &amp; Time</td> <td>05<sup>th</sup> February, 2021, 1200 Hrs</td> </tr> <tr> <td>Last Date of Sending Queries</td> <td>10<sup>th</sup> February, 2021, 1200 Hrs</td> </tr> <tr> <td>Authority's response to queries by</td> <td>11<sup>th</sup> February 2021, 1800 Hrs</td> </tr> <tr> <td>Pre Bid Meeting Date &amp; Time</td> <td>11<sup>th</sup> February, 2021, 1200 Hrs</td> </tr> <tr> <td>Proposal Submission Start Date &amp; Time</td> <td>12<sup>th</sup> February, 2021, 1200 Hrs</td> </tr> <tr> <td>Proposal Submission End Date &amp; Time</td> <td>03<sup>rd</sup> March, 2021, 1200 Hrs</td> </tr> <tr> <td>Technical Proposal Opening Date &amp; Time</td> <td>04<sup>th</sup> March, 2021, 1200 Hrs</td> </tr> </table>	Published Date:	05 <sup>th</sup> February, 2021	RFP download Start Date & Time	05 <sup>th</sup> February, 2021, 1200 Hrs	Last Date of Sending Queries	10 <sup>th</sup> February, 2021, 1200 Hrs	Authority's response to queries by	11 <sup>th</sup> February 2021, 1800 Hrs	Pre Bid Meeting Date & Time	11 <sup>th</sup> February, 2021, 1200 Hrs	Proposal Submission Start Date & Time	12 <sup>th</sup> February, 2021, 1200 Hrs	Proposal Submission End Date & Time	03 <sup>rd</sup> March, 2021, 1200 Hrs	Technical Proposal Opening Date & Time	04 <sup>th</sup> March, 2021, 1200 Hrs
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3.	Sale/availability of tender document	<p>From Download Start Date and Time till opening of bid.</p> <p>Applicants can download the Notice Inviting Tender (NIT) and Request for Proposal (RFP) document from e-procurement website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>Copy of RFP is also available on <a href="http://www.handicrafts.nic.in">www.handicrafts.nic.in</a></p>																
4	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 writing an email at <a href="mailto:sohanjha1989@gmail.com">sohanjha1989@gmail.com</a> and <a href="mailto:pradyuman.pandey@gov.in">pradyuman.pandey@gov.in</a> on or before 08<sup>th</sup> February 2021, 1200 Hrs</p> <p><b>or in writing to</b> on or before 10<sup>th</sup> February 2021, 1200 Hrs:</p> <p>Senior Director (Handicrafts), O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066</p>																
5	Response to queries	Response to all the queries shall be uploaded on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> , and <a href="http://www.handicrafts.nic.in">www.handicrafts.nic.in</a>																
6	Pre Bid Conference	<p><b>11<sup>th</sup> February 2021</b> , 1200 Hrs (12:00 Noon)</p> <p><b>Venue:</b></p> <p>Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R. K. Puram, Sector 1, New Delhi – 110066</p>																
7.	Total space available for licensing through bids	<p><b>Guest House</b> with built up area of 1479 sq.m. [18 twin bedded suits and 15 dormitories having 81 beds] <b>and</b></p> <p><b>01 Restaurant</b> with area 697 sq.m. approx. and kitchen (157 sq.m.)</p>																
8.	License Period	5 (Five) years i.e. 60 months																

9.	Eligibility Criteria	<p>a. Applicant (that includes an agency or consortium) should have:</p> <p>A combined minimum 5 years experience in the operation and maintenance of restaurant/ café/ canteen/ catering/ and the operation and maintenance of guest house/ lodge/ hotel.</p> <p>Out of the minimum 5 years, the applicant must have worked for at least 2 years in the operation and maintenance of the restaurant/ café/ canteen/ catering and at least 2 years in the operation and maintenance of the guest house/ lodge/ hotel with a clean track record.</p> <p>b. Applicant should have minimum average annual turnover of INR 50 lakh during the last three financial years from any of the eligible businesses, namely:</p> <ul style="list-style-type: none"> <li>- Operation and maintenance of hotels/lodges/guest houses OR</li> <li>- Operation and maintenance of restaurants/cafes/canteens/catering OR</li> <li>- Combination of the above two businesses</li> </ul> <p>In case of a consortium, the minimum annual average turnover of the consortium members should cumulatively be Rs.50 Lakh during the last three financial years.</p> <p>c. The bidder should have a valid Registration Certificate of the firm/ agency / Company. In case of consortium all the member agencies should have registration certificates.</p> <p>d. The applicant should have a valid PAN Card issued by the Competent Authority and must submit ITR for last three years.</p> <p>e. The applicant should have valid Trade/Business license issued by the Central/State/Local Government authority.</p> <p>f. The applicant should have a valid GST Registration Number.</p> <p>g. There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.</p>
10.	Consortium Agreement	<p>A maximum of three (03) consortium members are allowed.</p> <p>In case of Consortium, the applicant shall meet all provisions specified in Clause 1.8.</p>

11.	Earnest Money Deposit (EMD)	<p>All Applicants shall submit <b>EMD of Rs. 2,00,000/-</b> (Indian Rupees Two Lakh only) through Account Payee Demand Draft/Banker's Cheque in the name of <b>Accounts Officer (HQ), O/o the Development Commissioner (Handicrafts)</b>, issued by one of the nationalized/Scheduled Banks of India, payable at New Delhi.</p> <p>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.</p> <p>Exemption of EMD will only be given to MSME/NSIC registered bidders.</p> <p><i>Applicants are requested to refer clause 1.9 for details and instructions.</i></p>
12.	Bid Method/ Submission of proposal	Online through CPP Portal of Government of India
13	Validity of proposal	180 days from due date of Submission of Proposal.
14	Selection of proposal	Highest Financial Proposal for the License Fee (above minimum reserve price for license fee)
15.	Minimum Reserve Price for License Fee	<p>i) Authority shall reserve the rights to ascertain the minimum reserve price for the License fee for the Guest House and the restaurant under this RFP and accept only those bids which are above this minimum reserve price.</p> <p>ii) Bidders must quote License fee in Rupees only</p>
16	Common Maintenance Charges Area (CAM)	<p>i) License fee does not include CAM charges.</p> <p>ii) CAM charges are additional which is Rs.60,000/- per month + GST (as applicable). An annual escalation of 5% every year is applicable on CAM charges.</p> <p>iii) CAM Charges include Out-side Cleaning, cleaning of toilets in common area, Garbage Disposal from the Dustbin, Security etc. Air conditioning only for restaurant space is included in CAM.</p>
17.	Electricity and water charges	Electricity and Water charges to be payable extra as per actual consumption of licensee.
18.	Site Visit	Applicants are advised to submit their respective bids only after visiting the site i.e. Deendayal Hastkala Sankul, Varanasi.
19	Performance Security	<p>Successful Applicant (licensee) shall submit <b>Performance Security (PS) equivalent to 5% of the Contract Value (Grand Total of BoQ)</b></p> <p>PS submitted in form of Bank Guarantee, in the name of "President of India acting through Development Commissioner for Handicrafts, Ministry of Textiles, Government of India".</p> <p>PS 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. PS will not bear any interest payable by the Authority/Licensor to the successful Applicant/licensee.</p> <p><i>Applicants are requested to refer clause 1.10 for details and instructions.</i></p>

20	Payment Terms	<b>Cumulative license fee and CAM charges with applicable Taxes for six months shall be paid one month in advance before commencement of next semester.</b>
21.	Signing of License Agreement	<p>Within 7 working days from date of receipt of full payment of Advanced License Fee along with applicable taxes, CAM charges and interest free Performance Security (PS) as stipulated in the Letter of Intent(LOI).</p> <p>Any deposits or advance paid by the licensee shall not bear any interest payable to the licensee.</p>
22.	Commencement Date (of License Period)	The commencement date of License Period shall be the day of signing of License Agreement.
23.	Mobilization Period	<p>The licensee shall be allowed 90 days of license fee free mobilization period for the Guest House and the restaurant.</p> <p>Mobilization period shall commence from the date of signing of License Agreement.</p>
24.	Commencement of License fee	From the day just next to the day on which the mobilization period ends.
25.	Commencement of Operations	The licensee shall commence operations from the day just next to the day on which the mobilization period ends.
26.	Sub-licensing/sub-letting	No sub-licensing/sub-letting is allowed
27.	Statutory documents and approvals.	The licensee should have valid registrations and licenses for operation and management of guest house and restaurant. Other approvals related to building plan, environment clearance, fire safety are the responsibility of Licensor.
28.	Exit by Licensee	<p>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.</p> <p>In case of breach of this commitment by the licensee, complete advance License Fee by the licensee shall be forfeited. In such case interest free performance security will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</p> <p>Post completion of one (1) year of license term from the date of signing of the license agreement, the Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement; in such case the Interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) and interest free performance security will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</p>
29.	Pre-mature License Termination or Breach of License Agreement	<p>In case the Licensee abandons the licensed space or terminates/exits License agreement without giving 90 day notice period to the Licensor or cancellation of License Agreement due to breach of agreement terms and conditions by licensee, complete advance License Fee and Performance Security paid by the licensee shall be forfeited.</p> <p><i>Applicants are requested to refer clause 3.1 for details and instructions.</i></p>



30.	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 Performance Security and advance License fee paid by the licensee for the respective year, shall be forfeited. <i>Applicants are requested to refer clause 3.1 for details and instructions.</i>
31.	Clauses on fraud and corruption in the Contract	<i>Applicants are requested to refer clause 1.11</i>
32.	Public Premise	Deendayal Hastkala Sankul (Trade Centre and Museum), Varanasi is property of O/o Development Commissioner of Handicrafts, Ministry of Textiles, Union of India, and is Public Premise under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended from time to time.
33.	Prohibited Activities	<i>Applicants are requested to refer clause 3.4.</i>

## SECTION 1: Instructions to Bidders (ITB)

### 1.1 Background

Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.

The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a developed area of approx. 43,450 square meter, with sub- components including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.

The state of the art facilities offered at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.



### 1.2 Details of Spaces to be licensed:

The project strategically offers requisite facilities for improving visitor experience and their retention for longer period. The space available for licensing include:

#### 1.2.1. Guest House

Guest House is envisaged to offer a comfortable and relaxing experience in the Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) at Varanasi. Guest House with an approximate area of 1479 sq.m. is situated on the second and third floor of Block 3 (Food Court cum Guest House block)

Guest House comprises 15 Dormitories and 18 twin bedded suits which are located on the second and third floor of Food Court cum Guest House Block respectively. The details are provided below:

**A. Dormitories: 15 in No.**

Sl. No.	Description	Total Unit	Unit Size (mm)	No. of Beds
1	Dormitory (Type 1)	1	10420 X 7700	10
2	Dormitory (Type 2)	1	7790 X 5875	6
3	Dormitory (Type 3)	2	5255 X 8785	5 in each
4	Dormitory (Type 4)	4	3920 X 8785	5 in each
5	Dormitory (Type 5)	2	8220 X 3920	4 in each
6	Dormitory (Type 6)	1	8220 X 4970	4
7	Dormitory (Type 7)	1	10485 X 5685	6
8	Dormitory (Type 8)	1	5560 X 11070	6
9	Dormitory (Type 9)	1	3905 X 11070	6
10	Dormitory (Type 10)	1	4105 X 11070	5
<b>TOTAL</b>		<b>15</b>		<b>81</b>

**B. Suits: 18 twin bedded rooms with attached toilets**

**Facilities Available in Guest House:**

- Dormitories and suits are provided as warm shell facility with all basic amenities installed such as flooring, false ceiling, ambient lighting, air conditioning, power points etc.
- Dormitories have 81 single occupancy beds and lockers are provided. Suits have double occupancy beds with lockers in each room.
- Furniture, beddings, drapes, AC and TV units are already available and the same will have to be maintained properly by the agency and will have to be returned at the end of license period.
- 2 sets of public utility facility for gents, ladies and physically handicapped for convenient approach from dormitories
- 2 lift lobbies with 2 passenger elevators each and one staircase
- All core services such as electrical, fire alarm, fire fighting, air-conditioning, plumbing available.

**Other Facilities Available in DHS:**

- Food facility is available in the food court and will also be available in the restaurant in near future.
- Banking Facility through Punjab National Bank (PNB) is available
- Parking facility is available
- Agencies to operate and maintain air conditioning, lighting, lifts, security etc. are also available.

The bidder who will be awarded the license to run the guest house shall charge the booking of guest rooms and dormitory beds for the promotional event/official tour of Government Officials (both central and state)/ reservation by Retired Govt. Employees and Govt. Employees on leave (both central and state) as per the following rates subject to availability of rooms and dormitory beds:

Category	Booking charge (in Rs.)
Guest Room	1,000/- per room per day
Dormitory	100/- per bed per day

### 1.2.2. Restaurant

Restaurant is envisaged to offer specialized fine dining experience in the Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) at Varanasi. The restaurant is situated on the first floor of Food Court Block. The area of Restaurant is 697 sq.m. approx (7501 sq.ft.). There is a separate kitchen having area 157 sq.m. approx (1693 sq.ft.) which shall be provided along with the restaurant. Detail of Restaurant space is provided in 'Annexure 9'.

Restaurant and kitchen space shall be provided as bare shell facility only. No furniture, floor finishing or electrical fixtures are provided for the restaurants. Only main tap off points for all core services such as electrical, fire alarm, firefighting, air-conditioning, water supply and drainage, power backup etc. provided.

Licensee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at its own cost. The restaurant shall serve multi cuisines with Indian food as one of the mandatory cuisines.

Only Restaurant and food court may serve food inside DHS premises. Food from outside may not be allowed. However the restaurant will provide food at notified rates for functions organised by Ministry of Textiles and other central Ministries and their agencies and offices along with State Govt. and its agencies.

### 1.3 License Period

The License period shall be of **five (05) years term** from commencement date.

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

After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space with the provision of Right of First Refusal (ROFR) to the existing licensee, subject to past performance.

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/Ministry 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 he may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the licensed space will vest with the licensor.

### 1.4 Minimum Reserve Price

#### Minimum Reserve Price for License fee of the Guest House

The minimum reserve price for license fee of the Guest House (which includes 18 suits and 15 dormitories) has been set by the Competent Authority and only those financial bids which are more than the minimum reserve license fee shall be accepted.

Sl. No.	Year	Period	Minimum Reserve price for license fee per month (in Rs.)
1	I	First 6 months	Confidential
2	I	Next 6 months	Confidential
3	II	All 12 months	Confidential
4	III	All 12 months	Confidential
5	IV	All 12 months	Confidential
6	V	All 12 months	Confidential

### **Minimum Reserve Price for License fee of the Restaurant**

Competent Authority has separately set the minimum reserve price for license fee of the Restaurant which is confidential. Only those financial bids which quote the license fee for the restaurant more than the minimum reserve price shall be accepted.

<b>Sl. No.</b>	<b>Year</b>	<b>Period</b>	<b>Minimum Reserve price for license fee per month (in Rs.)</b>
1	I to V	All 60 months	Confidential

#### **1.5 Common Area Maintenance**

- A **Common Area Maintenance (CAM) charge of Rs. 60,000/- per month and applicable GST** shall be payable since the beginning of first year.
- An annual escalation of 5% every year is applicable on CAM charges.
- CAM charge with applicable tax shall be paid cumulatively along with license fee for a period of six months in advance.
- This CAM charge includes security charges for guards/security service, lift service charge, parking charges, cleaning of common area and cleaning of toilets situated in common area.

Note: In addition to CAM charge, electricity charges as per actual consumption shall be paid by the licensee.

#### **1.6 Authority**

For the purpose of this RFP, Authority shall mean Development Commissioner (Handicrafts), the administrative authority for Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, appointed by Ministry of Textiles, Government of India.

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

Sr. Director (H) or any other officer Authorized by Development Commissioner for Handicrafts, Ministry of Textiles shall be appointed as Authorized Signatory

#### **1.7 Eligibility Criteria**

- a. Applicant (that includes an agency or consortium) should have:

A combined minimum 5 years experience in the operation and maintenance of restaurant/ café/ canteen/ catering/ and the operation and maintenance of guest house/ lodge/ hotel.

Out of the minimum 5 years, the applicant must have worked for at least 2 years in the operation and maintenance of the restaurant/ café/ canteen/ catering and at least 2 years in the operation and maintenance of the guest house/ lodge/ hotel with a clean track record.

- b. Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely:

- Operation and maintenance of hotels/lodges/guest houses OR
- Operation and maintenance of restaurants/cafes/canteens/catering OR
- Combination of the above two businesses

In case of a consortium, the minimum annual average turnover of the consortium members should cumulatively be Rs.50 Lakh during the last three financial years.

- c. The bidder should have a valid Registration Certificate of the firm/ agency / Company. In case of a consortium, all the member agencies should have registration certificates.

- d. The applicant should have a valid PAN Card issued by the Competent Authority and must submit ITR for last three years.
- e. The applicant should have valid Trade/Business license issued by the Central/State/Local Government authority.
- f. The applicant should have a valid GST Registration Number.

The Trade License and GST registration of other state is acceptable at the stage of application however such bidder has to submit the Trade license and GST registration of Uttar Pradesh within 60 days of issue of letter of award. In case, the bidder fails to produce the required certificate, the Letter of award would be cancelled along with forfeiture of EMD and other deposits.

- g. There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.

The applicants must ensure to submit the documents against each of the point mentioned under eligibility criteria as per the following table:

Sl. No.	Eligibility Criteria/Requirement	Documentary proof
1	<p>The applicant should have a combined minimum 5 years experience in the operation and maintenance of restaurant/ café/ canteen/ catering/ and the operation and maintenance of guest house/ lodge/ hotel.</p> <p>Out of the minimum 5 years, the applicant must have worked for at least 2 years in the operation and maintenance of the restaurant/ café/ canteen/ catering and at least 2 years in the operation and maintenance of the guest house/ lodge/ hotel with a clean track record.</p>	<p>a. Work Completion Certificate(s) establishing a total work experience of 5 years issued by Govt./ PSUs/autonomous institutions/ private agencies for similar nature of works as sought in this tender <b>OR</b></p> <p>b. Experience Certificate(s) issued by Govt./ PSUs/autonomous institutions/ private agencies for an on-going work of similar nature. The applicant must ensure that a period of 5 years has already been served/completed as on the last date for submission of bid. <b>OR</b></p> <p>c. In absence of the above documents, the applicant may prove its work experience by submitting the following:</p> <ul style="list-style-type: none"> <li>• Documents certified by a CA that show generation of significant annual turnover from the desired work during the last 5 years</li> <li>• A valid Trade/business license issued by Central/ State/ Local Govt. Authority pointing towards the fact that the applicant has been in the business for last 5 years</li> <li>• Ratings on zomato or Tripadvisor or any other rating agency/ Awards or appreciation received/ Media coverage during the last 5 years</li> </ul> <p>In addition to points a/b/c, the applicant must mandatorily submit self certified copy of menu card of restaurant/café/canteen/catering and copy of brochure/tariff card of guest house/lodge/hotel.</p>

2	Minimum average annual turnover of INR 50 lakh during the last three financial years from any of the eligible businesses, namely - operation and maintenance of hotels, lodges or guest houses - operation and maintenance of restaurants, cafes, canteens and catering - combination of the above two businesses	Certificate as per <b>FORM 3</b> (Financial Capacity). In case of a consortium each member has to mandatorily submit Form 3 separately for their respective agency/firm.
3	Valid Registration Certificate of the Agency (Proprietorship / Partnership / Private Limited / Limited Co., relevant document to be attached)	Attested copy of Certificate of Incorporation/Registration issued by State/Central/Local Government authority
4	Valid PAN Card issued by the Competent Authority and must submit ITR for last three years	Attested Copy of PAN of the applicant, and in case of a consortium attested copy of PAN of each member of the consortium.
		Attested Copies of ITR submitted for last 3 years by the applicant, and in case of a consortium, attested copy of ITR submitted for last 3 years by each member of the consortium. In case if any member does not qualify to pay tax, the consortium must submit the clarification in writing duly signed by consortium members.
5	Valid Trade/Business license issued by the Central/State/Local Government authority	Attested Copy of Trade/Business license (such as FSSAI license, Health Trade license and any other license in support of the said work) issued by Central/ State/ Local Govt. Authority
6	Valid GST Registration Number	Attested copy of GST registration certificate
7	There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.	Copy of duly signed undertaking by applicant as per <b>FORM 8</b> of the tender document
8	Consortium agreement, if applicable	<b>FORM 5</b> (see annexure)

## 1.8 Consortium Related Matters

### A. Additional Requirement for Proposals Submitted by a Consortium

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

- a. The number of Members in a Consortium can be a maximum of 3 (three).
- b. The Proposal should contain the information of each member of the Consortium.

- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have a share of at least 51% (fifty-one percent), till the end of License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP (please refer Form 6), signed by all other members of the Consortium. The representative of Lead Member shall be the single point of contact throughout the Bidding Process.
- d. Consortium cumulatively must satisfy the turnover criteria as required in Clause 1.7 of the RFP.
- e. An individual Bidder cannot be a member of any other Consortium bidding for this RFP.
- f. Further, a member of a Consortium can neither submit Proposal for this RFP as an individual Bidder nor as a member of any other Consortium bidding for this RFP.
- g. Members of the Consortium shall enter into a binding ‘**Consortium Agreement**’ / **Joint Venture (JV)** Agreement for the purpose of submitting the Proposal. The Consortium Agreement shall, inter alia:
- Convey the intent to carry out scope of work as per RFP.
  - subject to the provisions of clause (c) above, the Proposal should contain the information required for each member of the Consortium;
  - the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
  - include a statement to the effect that, all members of the Consortium shall be liable jointly and severally for all obligations of the Licensee in relation to the Licensed space in accordance with the Agreement and the statement to this effect shall also be included in the JV / Consortium Agreement and the Agreement; and Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the JV / Consortium Agreement without the prior written consent of the Authority/Licensor as the case may be.
- h. A copy of the Consortium Agreement should be submitted along with the Proposal. The Consortium Agreement entered into between the Members of the Consortium should fulfill the above requirements, failing which the Proposal shall be considered Non-Responsive. Refer Form 5 for JV/Consortium Agreement.

#### **B. Change in composition of Consortium**

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

#### **1.9 Earnest Money Deposit (EMD)**

- Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs.2,00,000/-** (Indian Rupees Two Lakh only) through Account Payee Demand Draft 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.
- Exemption of EMD will only be given to bidders registered with MSME/NSIC for the work/activity sought by the tender.
- EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.
- EMD of successful Applicant shall be retained by the Authority till Performance Security is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
  - if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
  - if the successful Applicant fails to execute the License Agreement within the stipulated time.



## 1.10 Performance Security

- Successful Applicant (Licensee) shall submit **Performance Security (PS) equivalent to 5% of the contract value (Grand Total of BoQ).**
- PS has to be submitted in the form of Bank Guarantee, in the name of “President of India acting through Development Commissioner for Handicrafts, Ministry of Textiles, Government of India”. Performance Security should remain valid for a period of sixty (60) days beyond the date of expiry of License period.
- PS for the first year has to be submitted by the Applicant before signing of License agreement. PS shall not bear any interest payable by the Licensor to the successful Applicant/licensee. EMD will be refunded to the successful bidder on receipt of Performance Security.
- Exiting from License agreement after payment of Performance Security even without taking possession of Guest house and restaurant shall lead to forfeiture of Performance Security and all other payments made.
- 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 Security.
- 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 Security and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.

## 1.11 Fraud and Corruption

Client requires 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

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;

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 and Submission of the Proposal

- a. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
- b. Tenderer who has downloaded the tender from the official website [www.handicrafts.nic.in](http://www.handicrafts.nic.in), and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner.
- c. **Pre-bid Meeting:** To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on date, time and location specified in Date Sheet. All queries shall be sent before last date of sending queries to the concerned person as specified in the Data Sheet.
- d. The Bidders should submit the complete tender documents only after satisfying each and every condition laid down in the tender documents. Every document of the technical bid should be signed by the bidder with seal of the firm/agency.
- e. The proposal and supporting documents shall be in English language and bidders shall express the price of their financial proposal in Indian Rupees (INR) only.
- f. The original proposal shall contain no interlineations or overwriting except as necessary to correct the errors made by applicants themselves, which must be initialed by Authorized Signatory.
- g. It is deemed that prior to submission if the proposal the bidder has made a complete and careful examination of tender, received all relevant information required from the Authority and has submitted the financial bid considering all financial viability aspects. No additional information will be provided after proposal due date.
- h. Authority reserves the right to verify the information provided by the bidder and seek additional information.
- i. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation. Quotation must be unconditional.
- j. The bidders may be required to show the original documents if Authority or O/o DC (Handicrafts) demands for the same.
- k. The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.
- l. Financial bid is to be submitted as per financial bid format/ BOQ template provided in **"FORM 4"** of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.
- m. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

### NOTES:

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

Note-2: Applicant shall submit only one proposal for licensed spaces under this RFP.

Note-3: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Estate Officer or person authorized by Authority / Ministry of Textile GOI, shall be final and binding.

Note-4: Interest free Performance Security as stipulated in the RFP and advance License fee shall be deposited as per the schedule indicated in LoI, before signing of License Agreement.

Note-5: All services for connectivity like lease lines / broad band / internet / telephone lines to be procured by the Licensee.

Note-6: The successful Applicant is expected to carry out all works/temporary fit-outs, as needed for operation of Restaurant on its own cost

Note-7: Parking- parking facilities are available as part of overall parking for Deendayal Hastkala Sankul (Trade Centre & Museum).

### ***1.12.1 Submission of Bid Security/EMD***

- a. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount as specified in the term sheet 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.
- b. Bidder should prepare and submit the scanned copy EMD online as per the instructions specified in the tender document. Original EMD in the form of Demand Draft, shall be sealed in an envelope super scribed **Earnest Money Deposit (EMD) for Licensing of Guest House and Restaurant situated in Deendayal Hastkala Sankul** and submitted at the address mentioned in the point number 15 of term sheet before the end date and time indicated for the same.

c. Exemption of Bid Security Deposit/EMD:

Tender Security is exempted for bidders (Micro & Small Enterprises) registered with District industries Centre or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category of item tendered, and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Security if;

- either they are not registered for category of item tendered.
- or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from “Tender Security”, being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration under the category of tendered item, and Terminal Validity of registration.

In absence of any of the above requirements no exemption for Tender Security will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

d. Tenders without EMD details shall be rejected.

e. EMD of successful Applicant shall be retained by the Authority till Performance Security is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.

f. The EMD shall be forfeited by Authority in the following events:

- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- If a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
- If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
- If the bidder tries to influence the evaluation process.
- In the case of Selected Bidder, if it fails within the specified time limit -
  - to accept the LoA; and / or
  - to sign the Agreement; and / or
  - to furnish the Performance Security
- In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing

the Performance Security.

## **SECTION 2: Evaluation, Award and Signing of Agreement**

### **2.1 Evaluation of Proposal**

#### ***a. Technical Evaluation***

The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in clause 1.7 of the RFP. Only those bidders who fulfill the eligibility criteria shall be identified as Technically Qualified Bidders and would be considered for Financial Proposal evaluation. The EMD of bidders who do not qualify the technical evaluation shall be returned to respective unsuccessful bidders.

The bidder must mandatorily submit all the documents against each of the point mentioned under eligibility criteria. Proposals without the documents or incomplete documents shall not be evaluated and shall be summarily rejected.

#### ***b. Financial Evaluation and Selection of Bidder***

Financial Proposal of technically qualified bidders will only be opened and evaluated.

Bidders quoting Highest Financial Quote i.e. H1 (as per BoQ), among technically qualified bidders shall be identified as “Preferred Bidder” or “Selected Bidder”.

H1 will be decided based on the cumulative license fee quoted for Guest House and Restaurant for 5 years.

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

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**

- The Authority shall notify the Successful Applicant through a Letter of Intent(LoI).
- 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 and CAM charge plus taxes** by the Authority/Licensor and **Performance Security** in the manner prescribed herein.
- Failure of the Successful Applicant to execute the contract agreement, submit Performance Security and advance License fee and CAM charge with taxes within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.
- The licensee shall operate the licensed space as per the reservation / fixed parameter, if any, defined in the Term Sheet of this RFP.
- The licensee shall bear all the payments towards stamp duty for registration of licensed space required for the execution of License agreement in pursuance of this Bid.
- The licensee shall indemnify the Licensor from all claims that may arise from the statutory authorities in connection with the License Agreement.
- The licensee shall operate, maintain, market, manage and transfer back the licensed space during the Agreement Period at its own cost.
- Licensee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at its own cost.
- The licensee shall procure and maintain requisite insurance for its Licensed space at its own cost.
- The licensee shall not store/ sell any illegal/ prohibited products/ items.

- The licensee shall operate the Licensed space as per applicable laws and obtain required clearances.
- The licensee shall bear cost to any loss or damage caused to the property by the licensee.
- 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.

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

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

### **SECTION 3: Key Clauses of License Agreement**

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

#### **3.1 Breaches/Surrender/Termination of License Agreement**

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

**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 Guest House or restaurant, 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 Guest house or the restaurant for more than 30 days without written approval from the Licensor or his/her appointed representative.
- (n) If the Licensee is found to be violating the list of banned/prohibited usage as per clause 3.4.

### **3.2 Force Majeure**

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.
- (h) Pandemic recognized by the Govt. and the resulting notifications related to closure of work issued by the work in view of the pandemic situation.

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 security shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

### **3.3 Indemnity and Insurance**

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.

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.

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.

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.

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.

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.

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.

The Licensee shall indemnify the Licensor from any damage charges to be incurred if the Licensed Guest House and the restaurant has not been handed over to the Licensor in good condition as required under this agreement.

The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or the Licensor employees or loss to property of the Licensor.

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.

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.

**Insurance and Waiver of Liability:** The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Licensor, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon the Licensor's request, the Licensee shall submit to the Licensor, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the Licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Licensor as a result of such default by the Licensor.

### **3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Facilitation Centre & Crafts Museum), Varanasi:**

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
- c) Sale of open liquor
- d) Sale of tobacco and tobacco products.
- e) Defacement of the building structure or facade or boundary.
- f) Use of loud speakers
- g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/ Competent Authority.

**Bid Application Forms (BAF)**

**For**

**Licensing of Guest House and Restaurant at**

**Deendayal Hastkala Sankul (Trade Facilitation Centre & Craft Museum),**

**Varanasi, Uttar Pradesh**

**(Bid Application Form - Annexure)**

Name and address of the Applicant:

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

Date .....

Place.....



## Form 1

**Bid Application Form for Licensing of Guest House and Restaurant at Deendayal Hastkala Sankul  
(Craft Museum & Trade Facilitation Centre), Varanasi, Uttar Pradesh**

*(On Official letterhead of the Applicant)*

No:

Dated:

To,

\_\_\_\_\_

\_\_\_\_\_

**Sub: Bid for License rights of Guest House and Restaurant at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, Uttar Pradesh**

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid License Rights for **Guest House and Restaurant** on License Fee basis at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) 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 Guest House and the restaurant. 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 Performance Security 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 Guest House and Restaurant/site.
12. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.
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. I/ We hereby submit our Proposal, RFP document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
15. I/we undertake that the licensed Guest House and the restaurant shall not be utilized for business/trade other than as identified in the RFP for this Guest House.
16. 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.
17. I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Licensed spaces 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.
18. 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.
19. I/we understand that allocation of Guest House and restaurant will be done on ranking of the bid.
20. 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.
21. 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.
22. I/we understand that all stamp duties for registration of built-up Guest House/ Restaurant required for the

execution of License agreement in pursuance of this Bid, shall be borne by Licensee.

23. 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 Performance Security deposited by Licensee.
24. 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 Guest House and the Restaurant offered, all risks and contingencies and all other conditions that may affect the financial bid.
25. I/we agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

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: \_\_\_\_\_

**Form 2: Bidder's General Information**  
(On the Letter Head of the Bidding Agency)

**1. Bidder's Details**

Sl.No.	Description	Response (to be filled by bidder)
1	Name of the Bidder <i>(Incase of JV/ Consortium, name of all the members to be indicated and lead member to be identified)</i>	
2	Address of the firm	
3	E mail	
4	Date of incorporation & Registration No.	
5	Number of Years in Operation	
6	GST registration Number	
7	PAN	

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

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

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

\_\_\_\_\_

**4. Enclosure Checklist: Following shall be enclosed in Technical Bid Documents:**

SN	Document	Enclosed (yes/no)	Page No. in proposal
1	Attested copy of Certificate of Incorporation/ registration		
2	GST registration certificate		
3	Copy of PAN		
4	Copies of ITR submitted for last 3 years		
5	Trade/Business license issued by Central/ State/ Local Govt. Authority		
6	Work Experience documents [Certificate of work completion/Experience Certificate/ Other documents]		
7	Self certified copy of menu card of restaurant/café/canteen/catering and copy of brochure/tariff card of guest house/lodge/hotel.		
8	Duly filled Form 1 and Form 2		
9	Certificate as per Form 3 (Financial Capacity)		
10	Original Consortium Agreement [as per Form 5, if applicable]		
11	Original Power of Attorney by each member of the bidder, in favor of the Lead Member [as per Form 6, if applicable]		

12	Original Power of Attorney by Applicant/Lead Member in favor of Designated Person(s) [as per Form 7, if applicable]		
13	Duly signed undertaking by applicant [as per Form 8]		
14	Earnest Money Deposit (EMD) <i>(Demand Draft / Bankers cheque). MSME/NSIC registered bidders must submit copy of respective registration certificate to avail EMD exemption.</i>		

**Declaration:**

It is hereby declared that I/We have submitted only 1 (One) tender for the Licensing of Guest House and Restaurant. We shall adhere to all terms and conditions as specified in the RFP document.

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

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

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

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

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

S. No.	Financial Year	Annual Turnover (In Lakhs)
1	2019 - 2020	
2	2018 - 2019	
3	2017 - 2018	

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that \_\_\_\_\_ (Applicant / bidder) has an average annual turnover of Rs \_\_\_\_\_ (in Lakhs) in the last three years from one or multiple of the following businesses of operation and maintenance of restaurant, cafes, canteens, catering\* or/and operation and maintenance of hotels, lodges and guest houses\*.

\*only write whatever is applicable

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

**Form 4**  
**BOQ Format for Financial Bid**

Bidders shall download the Price Bid document (BOQ) in .xls format and save it without changing the name of the file. The same is annexed as below for reference. This is only for illustration purpose. **Bidders are requested to not submit this form in technical documents.**

Bidder shall quote their rates in figures only in green/highlighted background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that at the time of uploading of financial bid, Macros must be enabled to see the word representation of figures.

Space	Year	Period	Amount (to be Quoted) for license fee per month (in Rs.)	No. of Months	Total quoted License Fee by bidder (In Rs.)
			( A )	( B )	( A X B )
Guest House	I	For First 6 months		6	
	I	For Next 6 months		6	
	II	For all 12 months		12	
	III	For all 12 months		12	
	IV	For all 12 months		12	
	V	For all 12 months		12	
Restaurant	I to V	For all 60 months		60	
<b>Grand total</b>					

**Note:**

The financial proposal shall be evaluated based on cumulative amount of the license fee quoted for Guest House and the Restaurant for the five years period i.e. the figure arriving in Grand total.

**Annexure 5: Form 5 (Consortium Agreement)**

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

**Consortium Agreement**

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

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

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

- 1) That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions as per the License Agreement.
- 2) That in the event the Parties hereto succeed in the Proposal for the Licensed Space, the JV / Consortium will undertake the role in accordance with terms and conditions of the RFP and will execute the License Agreement and all the documents /writings / papers with the Licensor and undertake the operations of the Licensed spaces in accordance with the terms of License Agreement.
- 3) That it shall be ensured that each member holds at least 25% in the JV / Consortium during the License period from the Compliance Date. Any change in composition of the Consortium/JV, including lead and non-lead members shall be at the sole discretion and with prior written permission of Licensor during the License period from the Compliance Date.
- 4) That it shall be ensured that \_\_\_\_\_ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, maximum number of shareholder in consortium shall not be more than 3 (Three), during the License Period.
- 5) The roles and responsibilities of the Members of the Consortium shall be as follow:
  - a) The Party of the First Part (Lead Member) shall be responsible for:
    - (i)
    - (ii)
    - (iii)
  - b) The Party of the Second Part shall be responsible for:
    - (i)
    - (ii)
    - (iii)
  - c) The Party of the Third Part shall be responsible for:
    - (i)
    - (ii)
    - (iii)



- d) Each of the Parties shall be liable and responsible jointly and severally for:
- i. Compliance of all statutory requirements as may be applicable in respect of the operation of Licensed Spaces during the entire License Period.
  - ii. Contribute to the Joint Venture, all of its management and business experience, expertise, competence and acumen for the success of the operation of Licensed Spaces.

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

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

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

- 7) That the responsibility of all the members of the Consortium shall be joint and Several at every stage of License Period.
- 8) That in case the Licensed Spaces are awarded to the Consortium, the Consortium will carry out all the responsibilities as the Licensee and will comply with all the terms and conditions of the License Agreement as would be entered with the Licensor.
- 9) That this Consortium Agreement shall remain in full force and effect till the License Agreement is signed.
- 10) That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

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

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

Signed and delivered for and on behalf) Of

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

duly authorized in the presence of

Signed and delivered for and on behalf) Of

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

duly authorized in the presence of

Signed and delivered for and on behalf) Of

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

duly authorized in the presence of

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

**Power of Attorney by Each Member of the Bidder in favor of the Lead Member**

Dated \_\_\_\_\_

**POWER OF ATTORNEY**

TO WHOMSOEVER IT MAY CONCERN

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

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

IN WITNESS WHEREOF, we have hereunto set our respective hands this ..... day of .....2021 in the presence of the following witnesses.

Witness 1

Witness 2

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

By..... [the authorizing company]

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

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

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

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

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

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

Dated \_\_\_\_\_

**POWER OF ATTORNEY**  
TO WHOMSOEVER IT MAY CONCERN

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

(Attested signature of Shri -----)

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

IN WITNESS WHEREOF, we have hereunto set our respective hands this----- day  
of-----2021—in the presence of the following witnesses,

Witness 1

Witness 2

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Signature:.....

[Signature of authorized signing officer]

Name:.....

[Name of authorized signing officer]

Title:.....

[Title of authorized signing officer]

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

**Undertaking by the Bidder**

*(To be submitted in Original on Letterhead of Bidder)*

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the bidder firm/agency) hereby declare that there is no legal suit/criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in force and company is not black listed by any Government Organization.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the bidder firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) of O/O DC (Handicrafts) and/or O/O DC (Handicrafts) employees or persons positioned in or on the Board of this organization by whatever process.

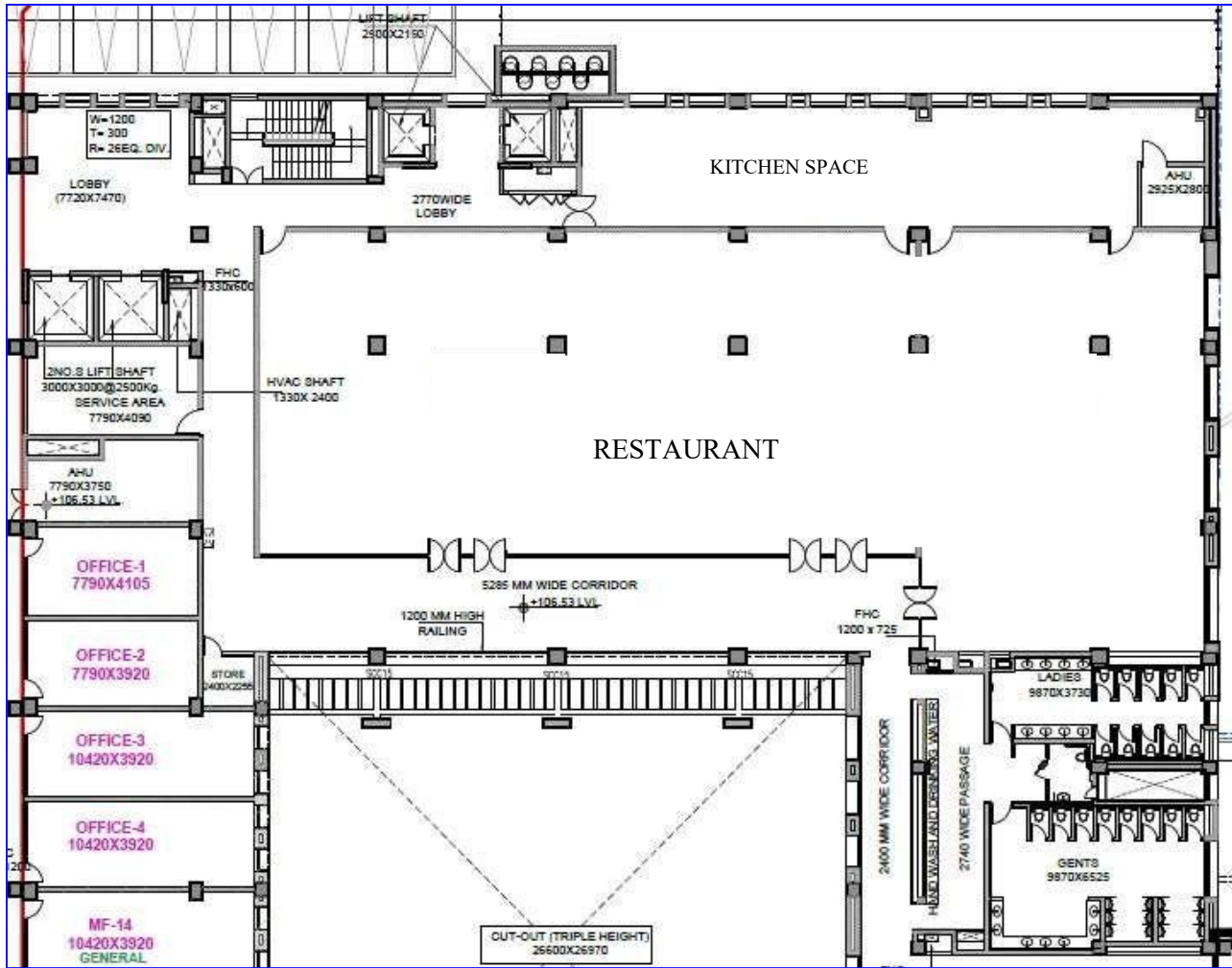
I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the bidder firm/agency) hereby undertake that all relevant statutory requirements will be complied with.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the bidder firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and \_\_\_\_\_ (name of the firm/agency) would be debarred from any further engagement by O/o DC (Handicrafts) ever.

For M/s \_\_\_\_\_ (*Name of the Bidder*)  
Authorized Signature [In full and initials]:

Name and Title of Authorized representative:  
Address:  
Signature & company seal  
Email  
Mobile No.

Layout map and area details



Description of Space	Area (sq.ft.)	Area (sq.m.)
RESTAURANT	7501 approx.	697
KITCHEN	1693 approx.	157
<b>Total</b>	<b>9194</b>	<b>854</b>

Details of available furniture in Restaurant Space

Restaurant and kitchen space shall be provided as bare shell facility only. The kitchen will be provided within the area earmarked for Restaurant. No furniture, false ceiling or floor finishing are provided for the restaurant. Only main tap off points for all core services such as electrical, fire alarm, firefighting, air- conditioning, water supply and drainage, power backup etc. provided.

**List of Abbreviations used in the Bid Document**

1. Avg.: Average
2. BAF: Bid Application Form
3. BMS: Building Management System
4. BoQ: Bill of Quantities
5. CCTV: Close Circuit Tele Vision
6. CAM: Common Area Maintenance
7. CPPP: Central Public Procurement Portal
8. DD: Demand Draft
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. MOT: Ministry of Textiles, Government of India
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. PS: Performance Security
34. Sq.ft: Square feet
35. Sqm: Square meter
36. TAN: Tax Account Number