

Request for Proposal (RFP)
for
Selection of Food & Beverages (F&B) Service
Provider at the Crafts Complex, Vasant Kunj, New
Delhi

Issued by:

Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.

Date: 26th July 2025

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NOTICE INTIVING E-TENDER

Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.

Telephone: 011- 26177781

Email address: cc.dch@handicrafts.gov.in

The Crafts Complex at Vasant Kunj, New Delhi, developed under the aegis of the Office of the Development Commissioner (Handicrafts), Ministry of Textiles, Government of India, is envisioned as a premier destination for Indian handicrafts. Strategically located on a **7,153 sq. metre** plot at Plot No. 8, Nelson Mandela Marg. The complex is designed to serve as a vibrant hub for preserving India's rich craft heritage, promoting craft-based tourism, and fostering cultural exchange.

The Office of Development Commissioner (Handicrafts) (hereinafter referred to as “**the Authority**”) invites **online bids** from well-established and experienced agencies for providing comprehensive **Food & Beverage (F&B) Services** at the Crafts Complex, Vasant Kunj, New Delhi. **Bids are invited from registered and authorized firms/companies with proven experience in operating Fine Dining Restaurants, Cafeterias, Catering Services, or Food Courts** are encouraged to apply in accordance with the scope, terms, and conditions outlined in this RFP document and within the timeline specified below.

DATA SHEET

S. No	Description	Detail
1	Name of Work	Selection of Food & Beverages (F&B) Services Provider at the Craft Complex, Vasant Kunj, New Delhi.
2	Duration of the license period	One (1) year
3	Cost of tender documents	Nil
4	Bid Validity Period	90 days from the date of opening of the financial bid.
5	Earnest Money Deposit (EMD)	<p>An Earnest Money Deposit (EMD) of INR 25,000 (Rupees Twenty-Five Thousand Only) must be submitted in the form of a Demand Draft or Bank Guarantee issued by a Scheduled/Nationalized Bank in India. The instrument should be drawn in favour of Accounts Officer (HQ), Office of the Development Commissioner (Handicrafts), Ministry of Textiles, Government of India, and payable at New Delhi.</p> <p>Note:</p> <ol style="list-style-type: none">EMD to be submitted with the technical bid and is refundable to unsuccessful bidders after the selection process.Bid received without EMD will be rejected straightaway.Bidders registered under the Micro, Small and Medium Enterprises (MSME) category, as defined by the Government of India, shall be exempted from payment of EMD, subject to submission of valid supporting documents.

6	Reserve Price (License Fee/month)	<ul style="list-style-type: none"> • INR 75 per sq. ft. + 18% GST • Total Area of Kitchen = 590.00 sq. ft. • Reserve Monthly License Fee (inc GST) = INR 52,215.0 • Reserve Annual License Fee (inc GST) = INR 6,26,580.0
7	Security Deposit	10% of the annual license fee quoted by the bidder, as a Security Deposit.
8	Method of Selection	<ol style="list-style-type: none"> 1. Bidders must fulfill all pre-qualification and technical evaluation criteria as outlined in the RFP. Only those who submit the required documentary evidence for the technical evaluation will be considered technically qualified. 2. Among the technically qualified bidders, the bidder quoting the highest Annual License Fee (calculated on a monthly basis) will be declared the successful bidder.
9	Date of Publishing	26-07-2025
10	Date of Document's Downloading/ Start Date	26-07-2025
11	Last Date and Time of Document Downloading	05-08-2025
12	Bid Submission Start Date (online)	26-07-2025
13	Site Visit at the Craft Complex	Contact Persons for any clarification: Ph: +91-7052256133 Email id: cc.dch@handicrafts.gov.in & pmu.cc.dch@handicrafts.gov.in
14	Bid Submission End Date (Online – Technical & Financial)	05-08-2025
15	Date and Time of Bid opening – Technical (Online)	06-08-2025
16	Financial Bid Opening Date	To be intimated after evaluation of technical bids.
17	Mode of Tender Submission	<ol style="list-style-type: none"> 1. Central Public Procurement Portal (CPPP) Website: http://eprocure.gov.in/eprocure/app 2. The Official website of the Development Commissioner (Handicrafts).
18	Currency of Financial Proposal	The bidder to quote cost in Indian Rupees only.

2. The bids shall be submitted **online only** through the **Central Public Procurement Portal (CPPP)** Website: <http://eprocure.gov.in/eprocure/app>. Manual/physical submission of bids will **not** be accepted under any circumstances. The tender document is available **free of cost** for download by interested bidders.

3. Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you,
Yours faithfully,

**Assistant Director,
International Craft Complex,
Office of the Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India.**

Address: Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi, Delhi 110070

Phone No: 011-26177781, 011-26178640

Email: cc.dch@handicrafts.gov.in & pmu.cc.dch@handicrafts.gov.in

SECTION - 1 INSTRUCTIONS TO BIDDERS

1.1. Introduction

- 1.1.1. The Crafts Complex, located at Vasant Kunj, New Delhi, is an initiative of the Office of the Development Commissioner (Handicrafts) under the Ministry of Textiles, Government of India. This flagship project is envisioned as a dynamic platform to showcase and promote Indian artisanal craftsmanship, encourage craft-based entrepreneurship, and facilitate cultural exchange.
- 1.1.2. As part of its inaugural phase, the Office of DC(Handicrafts) is launching a retail-cum-exhibition setup to support artisans, craft enterprises, design-led brands, and handloom/handicraft institutions. To ensure the success of this initiative, M/s Central Cottage Industries Corporation of India Ltd. (CCIC) has been appointed as the Management Partner responsible for the end-to-end operations and management of the Crafts Complex. **The Managing Partner** will be responsible for managing, onboarding, and overseeing the allocation of the commercial spaces/shops located on the ground and first floors, F&B spaces, exhibition area, workshop area for a temporary period of 3-month inaugural retail pilot event with the possibility of 3-month extension which is extendable to further 3 months.
- 1.1.3. The Authority invites qualified and experienced agencies (hereinafter referred to as (**“the Service Provider”**)) for the **management and providing the F&B services at the complex, for an initial period of one (1) year**. The designated space/area for the F&B services, as detailed in **Annexure - 10**, shall be provided on an **“as-is-where-is”** basis.

1.2. General Terms and Conditions of the RFP

- 1.2.1. The Authority reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. The Authority also reserves the right to relax any eligibility criteria to ensure participation of the bid by maximum number of bidders and for the interest of the Craft Complex in getting quality service at affordable & reasonable price. Incomplete tenders, amendments & additions to tender after opening or late tenders are liable to be ignored & rejected.
- 1.2.2. No tender document will be sold, and manual bid shall not be accepted. Bidders have to download the bidding documents from the **Central Procurement Portal** <http://eprocure.gov.in/eprocure/app> & shall ensure that their bids, complete in all respect should be uploaded online before the closing date & time as indicated in the fact sheet stated above.
- 1.2.3. **Tender must be uploaded in two-bid system – (a) for technical bid, (b) for financial bid-bidder will participate in tender online through Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>).**
- 1.2.4. **Bid will be opened online at Bid Opening Date at the venue: Office of the Development Commissioner (Handicrafts), Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi, Delhi 110070.** If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 1.2.5. The bidder will bear all the costs associated with the preparation and submission of their bid document and the Authority will in no case be responsible and liable for those costs.
- 1.2.6. The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

1.2 Earnest Money Deposit (EMD)

- 1.2.1. The bidders shall submit, an **Earnest Money Deposit (EMD)** amount of **INR 25,000 (Rupees Twenty-Five Thousand only)** as specified in the **Data Sheet**. The EMD must be submitted in the form of a Demand Draft or Bank Guarantee issued by a scheduled/nationalized bank of India, in favor of Account Officer (HQ), Office of the development commissioner (**Handicrafts**),

Ministry of Textile, Government of India, payable at New Delhi. The EMD should be valid for at least **90 days** beyond the Bid Validity Period mentioned in the Data Sheet.

- 1.2.2. EMD of all unsuccessful bidders would be refunded by the Authority within **90 days** of the bidder being notified as being unsuccessful. The EMD for the amount mentioned in the Data Sheet, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format prescribed in the RFP.
- 1.2.3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 1.2.4. The bid / proposal submitted without EMD, will be summarily rejected.

1.3 Security Deposit

- 1.3.1. The successful Bidder shall **require to deposit an additional amount equivalent to 10% of the annual license fee quoted by them, as a Security Deposit.** This Security Deposit must be paid before the signing of the contract. **The deposit shall be submitted in the form of a Bank Guarantee or Fixed Deposit Receipt (FDR) valid for a period extending sixty (60) days beyond the expiry of the contract period.**
- 1.3.2. This Security Deposit will be refundable upon the normal completion of the contract, subject to any adjustments for dues, damages, or liabilities incurred during the contract period.

1.4 Instructions for Online Bid Submission

- 1.4.1. The bid shall be submitted online only at **Central Public Procurement Portal** <http://eprocure.gov.in/eprocure/app> bids will not be accepted under any circumstances.
- 1.4.2. Bidders are advised to follow the instructions provided in the “**Terms and Conditions**” specified at **Section - 4** of this RFP document for submission of the bids online through **CPP Portal Website: <http://eprocure.gov.in/eprocure/app>** before proceeding with the tender.
- 1.4.3. Online bids without any of the required documents will be summarily rejected.
- 1.4.4. Both technical and financial bids are to be submitted concurrently duly signed digitally on the Central Public Procurement Portal.
- 1.4.5. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- 1.4.6. Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

1.5 Bid Documents, Amendment, Preparation and Submission

1.5.1. Bid Document

- i. One set of bid document will comprise of the Technical Documents and another set will comprise of the Financial Documents. In any circumstances if any Bidder uploads the Financial Documents in the Technical Document folder, then that bidder will be summarily rejected.

1.5.2. Amendment to Bid Documents

- i. Before the last date for submission of Bids, the Authority may modify any of the Contents of the Bid Notice, bid documents by issuing amendment / Addendum/Corrigendum.
- ii. Any addendum/ amendments/ Corrigendum issued by the Authority shall be part of the bid Document and it **shall be published on the e-procurement website (CPP Portal) and the Official website of the Development Commissioner (Handicrafts).** The Authority shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

1.5.3. Validity of Bids

- i. Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.

- ii. The Authority may seek for extension of validity of bids with mutual agreement between the Authority and bidders, without any modifications and without giving any reasons thereof.

1.5.4. Extension of last date

- i. The Authority may at its discretion extend the last date for e- submission of the online bids and such extension shall be binding on all the Bidders. Addendum/ Corrigendum/ Re-tendering, if any in this regard, will be published on both the CPP Portal and the Authority's Website.

1.5.5. Submission of Bids

- i. The bidders, who are desirous of participating in bid, shall submit their Pre-Qualification and other details etc., in the Standard formats prescribed in the bid document.
- ii. **List of documents to be scanned and uploaded:** All the documents mention in the Document Checklist **Annexure - 2** (List of the documents to be scanned and uploaded with the Bid) must be submitted online on the CPP Portal.
 - Eligibility documents should be uploaded in Eligibility cover and
 - Financial Document should be uploaded in financial cover, otherwise the bid will be rejected.
- iii. If any of the certificates/documents furnished by the Bidder, found to be false /fabricated / bogus, the bidder will be liable to blacklisted and their EMD will be forfeited.

SECTION - 2 ELIGIBILITY CRITERIA

2.1 Opening of Bids

The selection of the Food & Beverage (F&B) operator for the Crafts Complex at Vasant Kunj, New Delhi, will be conducted through a **two-step evaluation process** to ensure transparency and quality. The process will involve:

2.1.1. Step 1 – Pre-Qualification and Technical Evaluation: Bidders must fulfill a set of mandatory eligibility requirements related to legal status, operational experience, financial capacity, staffing, statutory compliance, and prior government sector experience.

Only those bidders who submit the required documentary evidence in their name and fulfill the technical qualification criteria will be considered technically qualified and shall process to the Financial Evaluation stage.

2.1.2. Step 2 – Financial Evaluation: Financial bids of technically qualified bidders will be opened. The Bidder quoting the highest Annual License Fee (calculated on a monthly basis) will be declared the successful bidder.

Step 1 – Pre-Qualification and Technical Criteria: Bidder should fulfill the following basic criteria for being shortlisted for technical evaluation:

S. No	Technical Criteria	Documentary Evidence* in the name of the Bidder
1	Legal Status of the Bidder The bidder must be a legally valid entity, either: A Limited Company / Private Limited Company (registered under the Companies Act, 1956 / 2013) A Proprietorship Firm / Partnership Firm registered with relevant authorities. Note: Bidders in the form of JV/ consortium are not permitted.	<ul style="list-style-type: none"> • Incorporation Certificate, PAN card, Aadhaar Card. • Registered partnership deed copies duly attested
2	Minimum experience The bidder must have a minimum of two (2) years of proven experience in operating Fine Dining Restaurants, Cafeterias, Catering Services, or Food Courts.	<ul style="list-style-type: none"> • Copy of Operation Contract / Agreement / License / Franchise Agreement • Copy of license / registration from Local Municipal Corporation / other applicable authorities. • GST Registration Certificate.
3	Minimum Average Annual Turnover The bidder's average annual turnover in Food & Beverage (F&B) services should not be less than INR 15,00,000 (Fifteen Lakh Rupees) per year during the last 3 financial years, i.e., FY 2021–22, FY 2022–23, and FY 2023–24 . NOTE: This clause shall be exempted for bidders registered as Micro or Small Enterprises (MSEs) under the Ministry of MSME, Government of India, subject to submission of valid supporting documents (e.g., Udyam Registration Certificate).	<ul style="list-style-type: none"> • A Certificate from a Chartered Accountant (CA) indicating the annual financial turnover specifically from F&B services for the above-mentioned three financial years, clearly bearing the UCIN (Unique Code Identification Number). • The certificate must be in the prescribed format as provided in Annexure - 3.
4	Minimum Staffing The bidder must have a minimum of 10 employees in its catering (outdoor and/or restaurant) business.	Format for Self-Declaration on Minimum Staffing. The certificate must be in the prescribed format as provided in Annexure - 14 .
5	Relevant Government Sector Experience The bidder must have work experience as an official Food & Beverage (F&B) service provider (can be Fine Dining or Cafeterias or Catering services or Food Courts) with at least one (1) Government, Semi-Government entity, or Public Sector Undertaking (PSU).	Copy of Work Order / Completion Certificate / Agreement with a Government, Semi-Government or PSU client.

6	The bidder shall provide the following identity details: PAN GST Number	A copy of the following: PAN card GST Registration Certificate (Copies of the latest paid challan may be submitted to substantiate the claim)
7	The bidder has to submit its Affidavit cum Declaration Certificate	As per the format given in Annexure – 4 .
8	The bidder has to submit self-certified letter indicating that they have not been blacklisted by any Government Department, Organization, Corporation, or any other body.	As per the format given in Annexure - 12 .
9	Licenses / Permissions from Authorities	Self-attested copies of all applicable licenses and registrations including: 1. FSSAI License 2. MCD (Health Certificate) 3. Labour Department 4. Municipal Corporation 5. ESIC / EPFO registrations Any other relevant permissions

Note: The Bidders must submit the documentary proof in support of meeting the qualification criteria as a part of the bid. Simply an undertaking given by the bidder for any of above item of the criteria shall not suffice the purpose.

STEP 2: Financial Evaluation

- Financial bids of the technically qualified bidders will be opened in the presence of authorized representatives (if any) at the scheduled date and time. The evaluation will be based solely on the quoted Annual License Fee, calculated on a monthly basis.
- The bidder quoting the highest Annual License Fee will be declared the successful bidder, subject to meeting all terms and conditions of the tender.

Note:

- The bidder **must quote an Annual License Fee that is higher than the Reserve Price (License Fee/Month)** as specified in the **Data Sheet**.
- Any bid quoting an amount lower than the Reserve Price shall be treated as non-responsive and will be rejected outright**, regardless of the technical score or qualifications.
- In the event that **two or more bidders quote the same Annual License Fee**, the bidder with the **highest average annual turnover** (as per eligibility criteria) shall be declared the Successful Bidder.

2.2 Selection of Preferred Bidder: Upon completion of the two-step evaluation process, the bidder who:

- The bidder has **successfully met all the pre-qualification and technical evaluation criteria**, including submission of all required documentary evidence and
- Has quoted the **highest Annual License Fee** (calculated on the monthly basis), **which is higher than the Reserve Price** specified in the Data Sheet.
- The Bidder shall be declared the Preferred Bidder.
- The Preferred Bidder will be **issued a Letter of Intent (LoI)** and will be required to confirm acceptance within the stipulated time frame. Upon acceptance, the Preferred Bidder shall complete the necessary formalities, including payment of the Security Deposit, execution of the License Agreement, and compliance with any other conditions mentioned in the RFP.

2.3 Site Visit and Verification of Information

- Bidders are advised to visit the Crafts Complex, Vasant Kunj, New Delhi, to examine the site conditions, designated F&B spaces, and available infrastructure before submitting their proposals.
- It will be presumed that the bidders have fully understood the scope of work, assessed the site, and gathered all necessary information required for preparation and execution.

- c) No claims related to lack of information or site conditions will be entertained at a later stage. Site visits may be facilitated by the Authority upon written request during the tender period.
- d) All bidders are required to submit an undertaking confirming that they have conducted the site visit and understood the scope, terms, and conditions of the RFP. The format for this undertaking is provided as **Annexure - 9**, and must be duly filled, signed, and submitted along with the technical bid.

2.4 Authority's Right to Accept, Reject

- a) The Authority reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason.
- b) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bids liable for rejection.
- c) The Authority reserves the right to award any or part or full contract to any successful firm at its discretion and this will be binding on the bidders.
- d) The Authority may terminate the contract if it is found that the firm is blacklisted on previous occasions by any of the Government Departments /Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

2.5 Notification of Award by Issuance of "Letter of Acceptance"

- a) After determining the successful bidder after evaluation, the Authority shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, who is bound to give its acceptance returning one of the copies acknowledged and signed by the authorized signatory **within 03 days** of the receipt of the same.
- b) The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding on the bidder.

2.6 Signing of License Agreement

- a) The Preferred Bidder shall sign the Contract Agreement with Authority **within 07 (Seven) days**, or an early date as desired by the Authority, of issue of LOA upon fulfilling the requirements.
- b) If the Preferred Bidder fails to sign the Contract Agreement, the Bid Security of the Preferred Bidder shall be forfeited. In that event, the process, as defined in this RFP, will be followed.
- c) The Bid Security of the Preferred Bidder will be released only upon signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.

SECTION - 3 SCOPE OF WORK

3.1 Introduction

- a) The Bidder shall provide F&B services at the Craft Complex at the designated spaces as specified in **Annexure - 10** (*layout of the temporary kitchen facility*).
- b) The Bidder will be required to deliver high-quality refreshments and food items through a professionally managed setup that caters to visitors, staff, artisans, and guests of the Complex. The offering must include a curated menu suitable for a diverse audience, maintaining a balance of traditional Indian and contemporary food options.
- c) The scope includes day-to-day management, operation, staffing, hygiene maintenance, food preparation, service delivery, billing, and customer management. The Bidder shall also be responsible for managing all related infrastructure and equipment (except the basic kitchen infrastructure provided by the Authority), as well as ensuring full compliance with applicable food safety, health, and labor laws.
- d) **The Authority reserves the right to conduct periodic checks to ensure quality, compliance, and customer satisfaction.** The Bidder is expected to maintain high service standards consistently throughout the contract duration.

3.2 Designated Kitchen Area and Infrastructure Provision

- a) A dedicated temporary kitchen area of **approximately 590.81 sq. ft.** has been **designated for F&B operations at the Office Block of the Crafts Complex (Annexure - 10)**. This space is being developed by the Office of the Development Commissioner (Handicrafts) as a basic kitchen facility intended for integrated use by the selected Bidder for the management of services.
- b) To support basic functionality, the Office of the Development Commissioner (Handicrafts) shall provide the following infrastructure within this designated area such as **washing area with sink with grease traps, PNG Gas connection, Water supply connection, RO water unit, exhaust for ventilation.**
- c) The selected bidder shall be solely responsible for:
 - independent operation and management of the kitchen-cum-café within the complex premises.
 - Procurement, installation, and maintenance of all additional necessary equipment required for smooth day-to-day functioning. This includes (but is not limited to) cooking equipment's, refrigeration units, washing systems (dish washing units), display counters, and service tools etc.
 - Ensuring that all equipment meets safety, hygiene, and operational standards and is compliant with relevant local regulations.
- d) This designated space is being offered strictly on an **“as-is-where-is” basis**, and the Bidder shall be solely accountable for customizing the space in alignment with the terms and conditions provided by the Authority as per **Section – 4**.

3.3 Kitchen and Dining Facilities, and Interior Fit-Outs

- a) The Bidder shall be responsible for establishing a temporary, self-contained modular kitchen and undertaking all interior fit-outs and enhancements required for efficient and culturally resonant operations, over and above the basic infrastructure provided by the Authority.
- b) The designated kitchen and dining area must support a well curated, limited-menu operation. While the Authority shall provide essential kitchen infrastructure—such as washing area, gas connection, water supply, and RO connection—any further setup, customization, or procurement of kitchen equipment (e.g., cooking appliances, refrigeration, washing systems, display counters) shall be the Bidder's responsibility and cost.
- c) The interior fit-outs must be modular, non-permanent, and suitable for a temporary installation. No structural alterations or permanent modifications will be allowed unless expressly approved in writing by the Authority. The layout and specifications of the allocated space are provided in **Annexure 10**.
- d) All kitchen and dining facilities must adhere to stringent hygiene and sanitation standards, including daily cleaning protocols, pest control measures, and safe food handling practices.

3.4 Seating area, layout planning and visitor management:

The selected bidder shall be allocated a designated area within the Craft Complex, to be developed and operated as a temporary kitchen-cum-cafeteria. This allocated space is solely intended for backend kitchen operations and direct service counters as per the bidder's proposed layout and functional plan.

a) Layout planning and space optimization:

- The Bidder shall be responsible for designing a functional internal layout plan within the allocated indoor kitchen/cafeteria premises, ensuring an efficient and hygienic operational flow.
- The Bidder clearly proposed the law out plan of the allocated area demarcating zones such as: **cooking and food preparation area, washing and dish cleaning area, cold & dry storage area, limited seating arrayments (inside the allocated space), service counters and easy customers movement flow.**
- The Bidder shall have to submit the final layout plan for review and approval by the Authority before execution.

b) Additional seating space:

- The Authority may provide an additional **open-air seating area** to the Bidder for the purpose of accommodating daily visitors and enhancing the dining experience. This additional seating space is tentatively **located in the open area between the two main building blocks of the Crafts Complex.**
- The allocation, size, location, and use of this space shall be solely at the discretion of the Authority, and the same will be communicated in writing to the selected bidder prior to commencement of operations.

c) Seating area and furniture:

- The Bidder shall be solely responsible for the procurement, installation, and upkeep of all seating furniture required for the functioning of the F&B space.
- The seating arrangement should cater to daily visitor volumes and reflect an aesthetically pleasing and culturally appropriate design, complementing the Crafts Complex's thematic environment.
- All furniture must comply with durability, safety, and comfort standards, and be regularly maintained by the Bidder during the entire contract period.

3.5 Common Seating Area Provision

- A dedicated common seating area, **located on the ground floor of the Mall Block (Annexure 10)**, shall be provided by the Authority exclusively for use by visitors availing the F&B services. This space will be thoughtfully curated and furnished by the Authority with high-quality, well-designed furniture to ensure a comfortable dining environment.
- The common seating area is intended solely for F&B-related usage and shall **not** be used for any other commercial or non-commercial purpose.
- The ownership and management of this area shall remain entirely with the Authority, which will oversee its maintenance and upkeep.
- The Bidder shall not claim any rights over this space and is expected to cooperate with the Authority in ensuring its proper use and decorum at all times.

3.6 Operations and Management

- Manage day-to-day operations including staffing, training, hygiene maintenance, and customer service.
- Implement a high standard of customer service, ensuring that every customer enjoys a memorable and culturally enriching dining experience.

3.7 Waste Management

- The Bidder shall be responsible to manage all the waste as per local disposal regulations.
- Eco-friendly packaging and eco-friendly disposable cutlery are encouraged due to very limited drainage

facilities available at the site.

- c) Segregation of waste material will also be undertaken by potential vendor as per local rules and regulations. The Bidder shall collect all garbage in bags/ boxes/trolleys permitted as per the guidelines. The collected garbage shall be kept at designated locations that shall be disposed of by the operator outside of Craft Complex.
- d) The Bidder shall have to develop and implement a comprehensive waste management plan for the restaurant, ensuring sustainable and environmentally friendly practices.
- e) The Bidder shall ensure the proper disposal and recycling of waste materials, in line with the regulations and standards of the complex.

3.8 Vendor-Supplied Equipment

- a) The Bidder shall be responsible for providing and installing all necessary equipment's, required to operate the outlet.
- b) The Bidder must also provide and install its own washing system for dishwashing, utensil cleaning, and sanitation purposes.
- c) The Bidder shall ensure that all equipment is properly maintained and in good working condition throughout the term of the license.
- d) All electrical equipment must comply with the local electrical safety standards and regulations. The vendor shall bear full responsibility for ensuring the correct installation and operation of all equipment.

3.9 Power Supply and Equipment Load Management

- a) The Authority shall provide the selected bidder with a **defined number of electrical points within the allocated kitchen-cum-cafeteria space**. The bidder is required to plan, manage, and operate all electrical equipment strictly within the provisioned points and overall sanctioned load capacity.
- b) The bidder must submit a detailed list of all proposed electrical equipment, including their respective power loads, to the Authority for review and prior approval before installation.
- c) In the event that the bidder requires additional electrical points or an increase in the sanctioned load, a formal written request must be submitted to the Authority.
- d) The bidder shall ensure that all electrical fittings, wiring, and equipment installations are undertaken in compliance with safety norms and shall bear full responsibility for the safe operation and maintenance of the same.

SECTION - 4 TERMS & CONDITIONS

4.1 Duration of the License

- a) The license for operating services at the Craft Complex shall be granted to the selected Bidder for an **initial term of one (01) year**, based on performance and mutual agreement, the license may be extended for an additional period of up to **one (01) year**, subject to the following conditions:
 - Satisfactory performance by the vendor in line with the terms of engagement, and
 - Continued operational requirements and strategic direction of the Craft Complex as determined by the Authority.
- b) The Authority shall retain the sole and exclusive discretion to approve or deny any extension of the license beyond the initial term.
- c) Monthly performance reviews will be conducted to assess:
 - Service quality and customer satisfaction.
 - Compliance with hygiene, safety, and operational guidelines.
 - Alignment with the cultural and experiential objectives of the Complex.
- d) License extension decisions will be based on a holistic evaluation of the Bidder's adherence to guidelines, responsiveness to customer feedback, operational efficiency, and the overall viability of the business model in contributing to the success of the Craft Complex.

4.2 Utilities Usage and Charges and Compliance

- a) The Bidder shall be solely responsible for the timely payment of all dues related to utilities including electricity, water, and PNG (Piped Natural Gas), covering both commissioning and consumption charges, along with applicable taxes. All such dues must be settled within **20 days** from the date of the invoice/bill issued by the Authority.
- b) In case of any delay in payment beyond the specified 20-day period, a **penal interest @ 2% per month** shall be applicable, calculated from the expiry of the due date till the actual date of payment.
- c) All utility charges, including but not limited to electricity, water, and PNG, are **subject to revision by the Authority without prior notice**, and the Bidder shall be liable to pay at the revised rates accordingly.
- d) Prior to installation, the Bidder shall submit a detailed list of all electrical appliances and equipment intended to be used on site, indicating their voltage and KW ratings, and the total connected load requirement. Installation is subject to approval by the Authority.
- e) The Bidder shall **not** install or use any temporary wiring or unauthorized equipment to support additional load requirements. All electrical installations must strictly comply with the approved load specifications.
- f) In the event of consumption exceeding the approved load, the Bidder shall pay additional charges at the prescribed penal rates until formal approval for increased load is obtained. If dues for excess consumption or penalties remain unpaid beyond 30 days from the invoice date, the Authority reserves the right to: Disconnect utility services (electricity, water, PNG, etc.) or seal the premises.
- g) The Bidder shall immediately notify the Authority in writing in case of a damaged, burnt-out, or malfunctioning electricity meter. The Bidder shall be responsible for ensuring the proper functioning of all utility meters.
- h) In the event of the electricity meter getting damaged, burnt out or starts malfunctioning, the Bidder shall immediately bring to the notice of the same to the Authority in writing. The onus of ensuring proper functioning of the meter lies with the Bidder. If an inspection reveals irregularities such as tampering or excessive load beyond the approved limits, the Bidder shall be liable to pay **penalties** as deemed fit by the Authority. The Bidder must remit payment within **15 days** of the invoice date. If dues remain unpaid after one month, the Authority will initiate proceedings to disconnect utilities, with the right to seal the location.
- i) The Authority shall be at the liberty to revise the sanctioned load keeping in view of the quantum of electricity and / or water consumed and charge from the Bidder accordingly.
- j) No part of the Security Deposit amount is refundable in the event of termination/revocation.
- k) The Bidder shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF, or any other statutory payment under Labor Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi.

- l) The Bidder shall adhere to the local municipal and other laws applicable to the food & beverage business already in vogue and also coming into force from time to time during the licensed period.
- m) Any act of the Bidder which results in violation of the Agreement or any of the Terms and Conditions contained herein shall give the Authority the right to forfeit the entire amount of the Security Deposit in addition to the right to terminate the Agreement without any notice and to disconnect utilities like electricity, water, gas etc.

4.3 Space Allocation and Site Assessment

- a) The areas allocated, as mentioned in **Annexure-10**, are indicative and subject to possible variations or changes in the allocated space. The final area shall be determined and measured at the time of handing over the built-up space to the Bidder.
- b) **The Bidders are strongly advised to conduct a site visit** to the Craft Complex, prior to submitting their bids. The purpose of the visit is to: visually inspect the site conditions, assess the actual spatial dimensions, understand operational constraints, collect all necessary data required to prepare accurate **layout plans, design proposals, equipment placements, and presentation materials** as part of the technical bid.
- c) **No claims or objections** shall be entertained at a later stage regarding the extent, configuration, or usability of the allocated area if the Bidder fails to undertake this site assessment before bid submission.
- d) **A fitment period of 10 days** will be granted to the Bidder for the setup of the outlet.

4.4 Operational Guidelines

- a) The Bidder shall ensure functioning of the F&B facilities for business, **seven (07) calendar days a week**. The opening and closing timing shall be as per the instructions by Authority. These timings may vary based on events, foot traffic, or other operational requirements dictated by the Authority.
- b) The Bidder shall have the facilities open and in operation a reasonable time before, during, and after all events as may be approved by the Authority.
- c) The staffing levels and operating hours for food services at F&B space must be approved by the Authority prior to implementation. This includes ensuring that there are sufficient staff members to maintain service quality, especially during peak times and events.

4.5 Operational Requirements for the F&B Space

- a) Gas cylinders, coal, firewood, etc. are **strictly prohibited** for use in the outlet. The Bidder will be required to use piped natural gas (PNG) available at the outlet, on a payable basis. In cases where coal or firewood is an essential part of certain cuisines, the Bidder must obtain written permission from the Authority. Such permission will only be granted subject to clearance from the **Delhi Fire Service**. The Bidder must ensure compliance with safety regulations, and any additional equipment required for this purpose shall be arranged at the Bidder's own cost, for specific areas as approved by the Authority.
- b) The Bidder, if required, will have to use only equipment using electricity like microwave oven, hot plate, etc. for heating / re-heating of food items to ensure safety. The list of equipment's will have to be got approved in advance from the Authority and adequate electrical load must be got pre sanctioned from the Authority.
- c) All communications to the Authority must be sent on the letterhead of the Bidder under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and letters on plain paper would not be entertained.
- d) Regular staff training and quality checks should be in place to ensure that all operational requirements are met consistently.

4.6 Food Safety and Quality

- a) The Bidder shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provisions of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time.

- b) The Bidder shall also conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/license/permission to the satisfaction of the Authority before commencing his/her/their operations.
- c) Officials or representatives by the Authority may, at any time, monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc.
- d) No hand bills / stickers are allowed to be displayed or distributed anywhere in the premises or outside.

4.7 Compliance Requirements and Penalties for Non-Adherence

- a) It is mandatory for the Bidder to obtain all applicable licenses/permissions, including the **Health Trade License from the Municipal Corporation of Delhi (MCD)**, prior to setting up the outlet. The Bidder is required to prominently display the **FSSAI License** and Health Trade License issued by MCD at the designated space.
- b) Penalty for non-compliance: A penalty of **Rs. 50,000/-** will be levied in case of default, and the vendor will be immediately closed and not allowed to operate further.

4.8 Confining Activities to Allocated Space:

- a) The Bidder must ensure that all activities are confined within the allocated premises. Any deviation, increase, or alteration from the designated space is strictly prohibited. In case of violation of this term, discovered during an inspection by the representative(s) of the Authority, the license will be cancelled immediately, and electricity and water connections will be disconnected without prior notice.

4.9 Penalties for Violations/Non-compliance

- a) Penalties will be imposed by the Authority for any breach, non-compliance, or violation of terms. This may include termination of the license without notice in extreme cases.
- b) For violation/non-compliance of any Terms/Conditions following actions/penalties may be exercised:
 - i. **For 1st violation** - warning will be given.
 - ii. **For 2nd violation** - penalty of Rs. 10,000/- plus applicable GST.
 - iii. **For 3rd violation** - penalty of Rs. 20,000/- plus applicable GST.
 - iv. **For 4th violation** - penalty of Rs. 30,000/- plus applicable GST.
 - v. **For 5th violation** - penalty of Rs. 40,000/- plus applicable GST even termination of License Agreement may be considered by the Competent Authority and Security deposit may be forfeited.

4.10 Housekeeping and Garbage Collection:

- a) The Bidder shall deploy their own manpower, cleaning equipment, and janitorial resources for housekeeping.
- b) Shall also arrange for pick-up vehicles for garbage collection and dumping at designated sites within the premises as earmarked by the Authority.

4.11 Compliance with Hygiene and Cleanliness

- a) Shall comply with all directions issued by the Authority to maintain the cleanliness and hygiene of the premises. This includes compliance with food quality standards, sanitation, cleanliness, and overall hygiene.
- b) **Penalty for non-compliance:** A penalty of **Rs. 50,000/-** per incident of default will be charged. The decision of the Authority on this matter will be final and binding.
 - i. Printed menus with rate list are to be made available inside the outlet. No Hand Bills/ Stickers are allowed to be displayed or distributed anywhere in the premises or outside.
 - ii. Non-compliance may attract the penalty of Rs.25,000/- per incidence of default. The decision of the Authority thereon shall be final and binding.

4.12 Unauthorized Use of LPG Gas Cylinders/Tandoor

- a) Use of LPG Gas Cylinders / Tandoor at any unauthorized location is strictly prohibited. Non-compliance may attract the penalty as given below:
 - i. **Rs. 1,50,000/- for use of Tandoor/open flame** inside the Halls or any unauthorized location (per incidence).
 - ii. **Rs. 1,00,000/- for usage of LPG Gas Cylinder** (per incidence), the decision of the Authority thereon shall be final and binding.
- b) Shall comply with the Terms and Conditions as laid down in the Agreement or specified from time to time by the Authority. On any violation/ non-compliance of terms & conditions of the agreement, the Authority will be free to terminate / cancel the license agreement and in such a situation no refund towards license fee, security deposit and other deposits towards services will be permissible. The decision of the Authority in this regard will be final and binding.
- c) The Bidder shall not cause damage to any structure, installation, fixture, device, etc. in Craft Complex and in the event of any damage being caused to the same intentionally or otherwise, by the Bidder or his employees or invitees or customers, shall make good of any such damage so caused to the satisfaction of the Authority and / or the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the vendor to reimburse cost thereof forthwith or on demand by the Authority.

4.13 Safety and Security

- a) The Bidder shall ensure full compliance with all applicable safety regulations.
- b) In the event of an accident, the Bidder must immediately notify the Authority and take necessary legal and medical actions.
- c) Any damages to the allocated space and utilities such electricity points, lighting, fixtures, etc. will be subject to penalized by the Authority. A detailed clause outlining these penalties will be included in the License agreement. Additionally, any damage to the property or curated space will be penalized based on the prevailing market price.
- d) Shall indemnify and hold the Authority harmless from any legal or financial liabilities arising due to accidents or security lapses.
- e) The Authority shall not be responsible for any kind of damage to the product or inventory.
- f) The Bidder shall arrange at its own cost the security of the Licensed Premises and inventory thereof and the Authority shall not be responsible in any manner whatsoever for the security of the allocated premises and the goods stored therein.
- g) The Bidder shall make appropriate arrangement and install adequate fire-fighting equipment in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Authority shall have the right to get the installed equipment checked / monitored from Delhi Fire Service or any other approved agency at the cost of the vendor if felt appropriate during the period of License. The Bidder will also obtain NOC from Delhi Fire Service in respect of allotted licensed premises.
- h) The following fire safety guidelines should be followed by the potential Bidder:
 - i. The Bidder should install **5 sets of Fire extinguishers** and maintain them in healthy condition.
 - ii. PNG leakage detector should be installed at strategic locations to detect and give alarm in case of PNG leakage. Provision for auto cut off PNG supply in case of any leakage should be provided.
 - iii. All the exit and passage should be un-obstructed and exit signage should be put at every exit point.
 - iv. Five pieces of gel or fire blanket should be kept at specific locations.
 - v. No flammable articles should be stored inside the outlet and garbage/leftover should be cleared on daily basis.
 - vi. The Bidder should deploy appropriate numbers of fire guards.
 - vii. The Bidder shall also ensure that its employees promptly evict inebriated, rowdy and other anti-social elements as and when the need so arises in order to maintain decorum in the premises.
 - viii. The Bidder and its employees shall comply with any special instructions issued from the Authority / Delhi Police / Security Agencies including those about security from time to time.

4.14 Prohibited activities

Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.

- a) Any product, storage and sale of which may lead to or be considered as a fire hazard, such as firecrackers, industrial explosives, chemicals, etc.
- b) Sale of open liquor
- c) Sale of tobacco and tobacco products.
- d) Defacement of the building structure or façade or boundary.
- e) Use of loudspeakers
- f) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/Competent Authority (after 10 PM usage of the same shall not be allowed).

4.15 Insurance

- a) The Bidder shall obtain comprehensive insurance policy for the specified amount to cover damage to the outlet by any means including fire etc., as under:
- b) The Bidder shall be required to obtain comprehensive insurance policy of the outlet against all risks for a suitable amount. It shall be the responsibility of the Bidder to ensure that the insurance policy remain effective without any break during the period of License.

4.16 Inventory of all fixtures & fittings

- a) At the time of taking possession of the premises, an inventory of all fixtures and fittings will be made and the same will have to match on expiry/revocation/ cancellation/termination of license period or otherwise at the time of handing over the possession to the Authority or at the time of taking over possession by the Authority due to cancellation of license or deemed vacation.

4.17 Interiors, furnishing and fair business practices:

- a) No construction/addition / alteration can be carried out inside the allocated area without the Authority's prior written consent and permission.
- b) Additional fixtures and interior decorative items to be fixed inside the allocated area shall be permitted by the Authority, against a specific request made with drawing in detail, after obtaining written permission from the Authority. On the expiration or termination of this Agreement, as the case may be, the potential Bidder shall remove such temporary fixtures from the Licensed Premises and restore the premises to the original condition at his own cost after removal of additional fixtures and interior decorative items to the satisfaction of the Authority.
- c) The potential Bidder shall file a copy of the proposed plans of interior decoration, if any, for Authority's prior approval before the commencement of the works.

4.18 Indemnity

- a) The potential Bidder shall indemnify the Authority against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- b) The Authority shall not be responsible for any injury sustained by vendor's personnel during the performance of its/their duties and any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by the Authority to handle the situation arising out of the conduct of personnel deployed by the Bidder will be made good from Security Deposit/Bills of the vendor and recovered in accordance with law.
- c) In case of injury or loss of the Authority staff due to any act or deed of the potential Bidder's employee or due to an accident, the Bidder shall arrange to pay the Authority's employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the vendor. The legal costs will also be borne and paid by the successful vendor.
- d) The Bidder shall also cover to the Authority for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including

labor laws governing the employee of the potential Bidder. In case of failure to make good above losses / expenses to the Authority, the same shall be deducted from the monthly bills / security deposited / future payments due to the Bidder.

4.19 Dispute Resolution Mechanism and Governing Law

In respect of any dispute or difference, if any, between the parties,

- a) The Bidder and the Authority shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner:
 - i. The Bidder raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice. Both parties will negotiate within **15 days** to resolve the issue.
- b) If the dispute isn't resolved through negotiation, it will be submitted to arbitration **within 20 days**. Arbitration will follow the Arbitration and Conciliation Act, 1996 and will be held in New Delhi.
- c) If necessary, both parties will mutually appoint a Sole Arbitrator in line with the Arbitration and Conciliation Act, 1996.
- d) The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.
- e) The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.
- f) The Bidder shall not be entitled to suspend the operation of services, due to any dispute that may arise between the Parties. Notwithstanding the existence of any disagreement, arbitration, or legal proceedings, the Bidder shall be obligated to continue uninterrupted services as per the terms and conditions defined in the Agreement.

4.20 Intellectual Property Rights

- a) The Craft Complex name, logo, and other intellectual property (IP) are solely owned by the Craft Complex. The Bidder is responsible for ensuring that there is no misuse or unauthorized use of the Craft Complex's name, logo, or IP by themselves or their employees.
- b) If the Bidder misuses or misrepresents the Craft Complex's IP, the Bidder will be held responsible and must compensate the Authority for any harm or loss caused. The Bidder will also indemnify the Authority against any claims related to IP infringement made by any third party.

4.21 Force Majeure

- a) If at any time, during the continuance of the agreement, the performance in whole or in part, by either party, of any obligation under this agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such event is given by the affected party to the other, within seven (07) calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this agreement, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non- performance or delay in performance provided the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.
- b) The decision of the Authority as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding thirty (30) days, either party may, at its option, terminate the agreement.
- c) The Bidder shall also obtain suitable comprehensive insurance policy including but not limited to personal liability insurance, fire insurance, natural calamities insurance for its employees / visitors / customers and keep it alive during the term of License.

- d) The Authority shall not be liable to pay for any loss/damage/claim arising out of the operation by the Bidder. The damages/loss to the property will be recovered by the Authority at the value as assessed by the Authority.

4.22 Termination / revocation of license

- a) In case of default of any of the terms stipulated herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Authority shall be entitled to **revoke / cancel / terminate the License** granted under this Agreement with immediate effect, without any prior notice to the Bidder. In such an event, **the Bidder will not be entitled to any refund of license fee and the Security Deposits**. The Bidder undertakes to vacate the Licensed Premises immediately or as directed by the Authority.
- b) The Bidder may, without assigning any reason, **surrender the License and terminate the Agreement** by giving a prior written notice. However:
- i. The Bidder **shall not terminate or exit** from the License Agreement for **the first six (06) months** from the date of signing. In the event of a breach of this condition, the **entire advance Security Deposit** paid shall be **forfeited**. The **interest-free Performance Guarantee** shall be refundable after adjusting for any applicable dues, arrears, or damages, as per Agreement conditions.
- c) The Authority reserves the rights to revoke / cancel / terminate the License granted under this Agreement for convenience by giving prior **written notice of three (3) calendar days**. Under such circumstances, refunds on pro-rata basis will be considered wherever applicable.
- d) Any act of the Bidder which results in violation of Agreement or any of the Terms and Conditions contained therein or instructions of the Authority, shall give the Authority the right to forfeit the entire amount of the security deposit in addition to the right to terminate the Agreement without any notice including making good the expenditure / cost, if any, incurred by the Authority in this regard.
- e) Upon the expiry of the Licensed Term or earlier termination of the License for any cause whatsoever, the Bidder shall have **no** right, title, interest to use the said allocated areas. The Authority shall have undisputed right to make use of the said allocated areas at its discretion thereafter and to grant license and/or further rights of the Authority's premises to any third person or any other party(ies). It will be lawful for the Authority without notice to enter upon the allocated areas after the revocation of the License on termination/expiry of this Agreement. The Security Deposit shall be refunded by the Authority to the Bidder only on expiry of the Licensed Term after deducting / adjusting any outstanding dues including dues of electricity, water, damage charges, if any, and any other unpaid bill / fee etc.
- f) The Bidder may also, without assigning any reason, surrender the License and terminate this Agreement after giving a prior written notice to the Authority, but in such an event the Authority shall not refund the paid License Fee and the Security Deposit or any part thereof.
- g) Revocation of License and termination of this Agreement for any reason whatsoever shall not absolve the Bidder from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- h) The allocated areas are only meant for serving food & beverages to the authorized visitors and has to be used only for such purposes. It is not an exhibition area and as such no such standalone activity can be carried out, even if it is one of trade promotional activities. No open space can be occupied for any activity.
- i) For violation of any term & condition of the license, the Authority shall be entitled to cancel/terminate/revoke the license granted under this Agreement. A few illustrative clauses in this regard are mentioned below. This list is, however, only indicative and not exhaustive.
- ii. For any failure to maintain cleanliness and hygienic conditions in and around allocated area or the quality of food and beverages served being unsatisfactory.
 - iii. Organising any unauthorized functions and any encroachment.
 - iv. Delay in payment of dues.
 - v. Any deviation/ increase/ alteration from the approved area or not confining the activities within the licensed premises and for using unauthorized areas adjacent to the allocated area.
 - vi. Any subletting, assigning or permitting or sub-contract of any description or enter into any management agreement or similar arrangements with regard to the use of the Licensed Premises or part thereof to any person/party including, without limitation, its subsidiary – sisters

concern, affiliates, etc., or any change in the management, control, composition, constitution or ownership of the Licensee(s) shall be deemed to be an assignment for the purpose of this Agreement and shall be treated as violation.

- vii. For using the allocated areas for any other purpose than for what it is allotted.
- viii. On any violation/non-compliance of terms & conditions and /license agreement.

SECTION - 5 DRAFT AGREEMENT

5.1 General Terms of Service Agreement

This Service Agreement ("Agreement") is executed at New Delhi on this day of _____ 2025.

BETWEEN

Office of Development Commissioner (Handicrafts), Ministry of Textile, Government of India established, having its office at **Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi – 70.** (hereinafter referred to as "**the Authority**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), acting through its authorized signatory, _____, party of the First Part;

AND

M/_____, a company incorporated under the Companies Act, 1956 /2013, having its registered office at(hereinafter referred to as the "**Second Party**") acting through its authorized signatory, duly authorized vide board resolution dated _____, party of the Second Part;

The Second Party is referred to as the "**F&B Service Provider(s)**". References to the **Service Provider** under this Agreement shall be deemed to be references to provide Food & Beverage Service Operations, respectively, as the context may require.

Office of Development Commissioner (Handicrafts), ("the Authority) and the Service Providers are collectively referred to as the Parties and individually as the Party wherever the context so requires.

WHEREAS

- 5.2.1. Office of Development Commissioner (Handicrafts), ("**the Authority**") intends to engage **Service Provider** for providing Food & Beverages Service Operations at the Craft Complex, Vasant Kunj, New Delhi (as defined hereinafter), New Delhi.
- 5.2.2. The Service Provider has represented to the Authority that it is a F&B operator, a company of national repute and has expertise in the business of providing catering and F&B services similar to the Scope of Services (as defined hereinafter) and has the necessary infrastructure, latest technology, know-how, skills, experience and fully qualified, trained, and experienced manpower required for performing the Scope of Services on its own.
- 5.2.3. The Service Provider hereby represents and provide assurance to the Authority that:
 - i. it shall be able to assume complete control and supervision with regard to its obligations as provided under this Agreement.
 - ii. it is fully competent and entitled under all Applicable Laws (as defined hereinafter), to enter into this Agreement with the Authority on a principal-to-principal basis and shall perform its obligations under this Agreement on a principal-to-principal basis.
 - iii. The bidder is a law-abiding entity and is fully aware of all Applicable Laws and requisite Approvals necessary to operate as a Service Provider for the Office of the Development Commissioner (Handicrafts). This includes compliance with all applicable labour laws and other statutory requirements relevant to the performance of services at the designated property, with the Office of DC (Handicrafts) acting as the principal under such applicable laws.
- 5.2.4. Relying on the representations and assurances of The Service Provider and further to the bid submitted

by The Service Provider on [•] in response to the RFP (as defined hereinafter), the Authority has agreed to enter into this Agreement on the terms and conditions contained herein.

- 5.2.5. It is understood and has been agreed between the Parties that this Agreement is entered into by and between the Parties as “O/o DC(H)/the Authority” and “Service Provider” and nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent, between the Parties.

5.2 Interpretation

- 5.2.1. Any reference herein to any recital, clause or annexure is to such recital, clause or annexure to this Agreement unless the context otherwise requires. The recitals and annexures to this Agreement shall be deemed to form part of this Agreement.
- 5.2.2. Any references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- 5.2.3. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction, linkage or interpretation of this Agreement.
- 5.2.4. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neutral genders.
- 5.2.5. References to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness such person would have if such person had made do and careful inquiries.
- 5.2.6. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words nor be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 5.2.7. The penalties defined in the RFP are a genuine pre-estimate of the loss likely to be suffered by the Authority on account of a shortfall in performance levels by the Service Provider and shall in no way be deemed to be in the nature of a penalty.
- 5.2.8. The words “hereof,” “hereunder,” “herein” and “hereto,” and words of like import, refer to this Agreement as a whole and not to any particular Clause hereof.

5.3 Governing Law and Jurisdiction

- 5.3.1. This Agreement shall be construed and interpreted in accordance with and governed by the extant laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

5.4 Code of Integrity

- 5.4.1. The Service Provider and their respective employees, agents and advisers shall observe the highest standard of ethics during the Bid Process.

5.5 Confidentiality

- a) The Service Provider shall not at any time use or disclose to others any information of the project and “O/o DC(H)” which is considered and/or observed as confidential by the Authority, and which is disclosed or provided to the Service Provider under this Agreement.
- b) That Service Provider shall ensure that its personnel shall at no time, without the consent of the Authority, disclose to any person any information relating to the affairs of the Authority which they may have come to know during the course of performing services as per this Agreement.
- c) The personnel(s) of The Service Provider shall not indulge in any activity, of whatsoever nature, which is or which may be damaging to the reputation/goodwill of the Authority and will also maintain secrecy/confidentiality of any task assigned to them from time to time by The Service Provider relating to Scope of Services at the Building(s).

5.6 Scope of Work

- 5.6.1. The Second Party shall provide professional Food & Beverage and Cafeteria/Catering services at the designated spaces in the Crafts Complex, Vasant Kunj as per **Section-3**.
- 5.6.2. The services shall include the preparation, display, and sale of hygienic food and beverages, staffing, maintenance of cleanliness and hygiene standards, waste disposal, and regular reporting.
- 5.6.3. The Service Provider shall operate from the space provided by the Authority and comply with all applicable regulations, including FSSAI, fire safety, and local municipal guidelines.

5.7 Period of Agreement

- 5.7.1. The Agreement shall remain valid for **a period of 12 (twelve) months** from the date of commencement, unless terminated earlier.
- 5.7.2. The contract may be extended on mutually agreed terms for an additional period.

5.8 License Fee and Payment Terms

- 5.8.1. The Selected Bidder (Service Provider) shall be required to pay a **Monthly License Fee**, as quoted in their Financial Bid and accepted by the Authority, for operating the Food & Beverage (F&B) services at the Crafts Complex.
- 5.8.2. The quoted Monthly License Fee shall be deposited by the Service Provider **on or before the 7th day of every calendar month**, without fail, into the designated bank account of the Authority, as communicated in writing.
- 5.8.3. **Any delay in payment** beyond the 7th day of the month shall attract **interest at the rate of 12% per annum**, calculated on a daily basis for the number of days of delay, until the payment is made in full.
- 5.8.4. Failure to make timely payment of the License Fee for **two consecutive months** may lead to termination of the Agreement, forfeiture of Performance Security, and other legal actions as deemed appropriate by the Authority.

5.9 Security Deposit

- 5.9.1. The successful Bidder shall **require depositing an additional amount equivalent to 10% of the annual license fee quoted by them, as a Security Deposit**. This Security Deposit must be paid before the signing of the contract. **The deposit shall be submitted in the form of a Bank Guarantee or Fixed Deposit Receipt (FDR) valid for a period extending sixty (60) days beyond the expiry of the contract period.**

This Security Deposit will be refundable upon the normal completion of the contract, subject to any adjustments for dues, damages, or liabilities incurred during the contract period.

5.10 Statutory Compliance

- 5.10.1. The Service Provider shall ensure compliance with all statutory laws, including but not limited to FSSAI, Labour Laws, ESI, EPF, and GST.
- 5.10.2. All necessary licenses and certifications shall be maintained throughout the contract period.

5.11 Damages and Repairs

- 5.11.1. Any damage to the property or premises caused by the Service Provider shall be made good by them.
- 5.11.2. If damages are not rectified, the cost of repair as determined by the Authority shall be recovered from the Security Deposit.

5.12 Termination

- 5.12.1. Either party may terminate this Agreement by giving **60 days** prior written notice.
- 5.12.2. The Authority may terminate this Agreement without notice in the event of gross negligence, misconduct, or breach of contractual obligations.

5.13 Indemnity

5.14.1. The Service Provider shall indemnify and hold harmless the Authority against all liabilities, claims, damages, and losses arising from their operations or actions.

5.14 Dispute Resolution

5.15.1. Any dispute shall first be resolved amicably. Failing which, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

5.15.2. The arbitration shall be conducted in New Delhi, and the language shall be English.

5.15 Jurisdiction

5.16.1. All legal proceedings shall be subject to the jurisdiction of the competent courts in New Delhi.

ANNEXURES

Annexure 1: Format for Covering letter:

(To be submitted on letter head of the Bidder)

Date:

To,

**Assistant Director, Craft Complex,
Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.**

Sir,

In response to the Request for Proposal (RFP) for **Selection of Food & Beverages (F&B) Service Provider** at the Crafts Complex, Vasant Kunj, New Delhi. After going through all the information and terms and Conditions given in the documents, we are submitting our Bid for being shortlisted for the Assignment.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made, and the information provided herein are complete, true, and correct in all aspects.
2. We acknowledge that the Authority will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as per format provided in the RFP document, duly signed, are enclosed.
4. I/We, hereby irrevocably waive any right 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 Bidders, selection of the Bidder, or in connection with the selection Process itself, in respect of the above-mentioned Project.
5. I/we agree and undertake to abide by all the terms and conditions of the Bid documents.
6. We also understand that:
 - i. The Authority is not bound to accept the Bid of any Bidder, either in part or in full. If the Authority rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
 - ii. This does not entitle us to receive any documents or to be invited for Financial Bid for the Project.
 - iii. The Authority has the right to change or alter the details of the Project or scope of work.
 - iv. The Authority reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.
7. Our organization details are as follow:

Sr.	Description	Details
1	Name of the Company	
2	Type (Individual/ Partnership/ Pvt Ltd / Public Ltd/ Others)	
3	Date of Incorporation (For Companies) / Date of Registration	

	(For Partnership/Others)	
4	Company No.	
5	Registered Office	
6	Contact Details	
7	Contact Person	
8	Pan No	
9	GST Registration Number	
10	List of Key Personnel (Name & Responsibility Only)	

Signature of Authorized Representative

Name: _____

Designation: _____

Organization Seal: _____

Date: _____

Place: _____

Annexure 2: Format for Technical Proposal for Eligibility

I. Letter for Submission

We, _____, hereby submit our Technical Proposal in response to the Request for Proposal (RFP) issued by the Office of Development Commissioner (Handicrafts), Ministry of Textile, Government of India, for the **Selection of Food & Beverages and Catering/Cafeteria Services Provider at the Crafts Complex, Vasant Kunj, New Delhi.**

Enclosed herewith are documents required as per Document Checklist providing comprehensive details of our company's background, our track record in the Food and Beverage (F&B) industry, and our financial capabilities.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misrepresentation contained in it may lead to our disqualification.

II. Document Checklist

S. No	Document Requirement	Eligible (Yes / No)	Document Attached. (Yes/No)
1	Firm Registration Documents		
1.1	Certificate of Incorporation / Partnership Deed / Firm Registration		
1.2	Copy of PAN Card (in the name of the bidding entity)		
1.3	Copy of GST Registration Certificate		
1.4	Copy of FSSAI License (valid as of bid submission date)		
1.5	Health Trade License issued by Municipal Corporation of Delhi (or undertaking to obtain before operations begin)		
2	Financial Eligibility Documents		
2.1	CA-certified Summarized Balance Sheet & Profit and Loss Accounts for the last 3 financial years– Annexure 3		
3	Undertakings and Statutory Compliance		
3.1	Self-Declaration/Undertaking of Not Being Blacklisted by any Government, PSU, or Autonomous Body – Annexure 12		
3.2	EPF & ESI Registration Certificates (or Form 11 with justification for exemption), and proof of contributions as on 31st March 2025		
3.3	Undertaking on adherence to applicable Labour Laws, Safety Norms, and Municipal Regulations		
4	Experience and Technical Qualification Documents		
4.1	Experience details of similar F&B Operations (Restaurants, Catering, Food Courts etc.) – Annexure 5		
4.2	Proof of minimum 1 years of continuous operations in the F&B business (e.g. registration, work orders, client references) – Annexure 15		
4.3	Proof of ownership or valid lease/license for a centralized base kitchen in Delhi NCR equipped for Indian cuisine catering		
4.4	Proof of work with at least one Government / Semi-Government / PSU entity in F&B services (e.g. LoAs, MoUs, contracts, completion certificates)		
4.5	Proof of deployment of 10 employees in catering services (HR records / ESI/EPF lists / declarations / salary sheets) – Annexure 14		

Signature of Authorized Person:

Name Designation and Seal.....

Note:

- a) The following list of documents need to be mandatorily submitted by the Bidders as part of Technical Proposal. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.
- b) Bidders are advised to conduct a site visit before submission of the bid to assess space availability and operational feasibility.

Annexure 3: Format for CA Certificate Indicating Financial Capacity of the Bidder

(To be certified by a Chartered Accountant)

Name of the Bidder: _____

Registered Address: _____

Financial Details for the Last Three Financial Years

S. No	Financial Year	Annual Turnover (INR Crores)	Annual Turnover from F&B Services
1	2021-22		
2	2022-23		
3	2023-24		

This is to certify that (name of the bidder) has Average Annual Turnover (INR): _____

Signature and Seal of Chartered Accountant

Name of the Statutory Auditor: _____

Membership No.: _____

Name of the Audit Firm: _____

Date: _____

Place: _____

UDIN (if applicable): _____

Note to Bidder:

1. The turnover should pertain to F&B, catering, cafeteria services.
2. The above details must be supported by audited financial statements or a certificate from a Chartered Accountant clearly indicating turnover from the relevant services.

Annexure 4: Format for Affidavit cum Declaration

UNDERTAKING

To,

**Assistant Director, Craft Complex,
Office of Development Commissioner (Handicrafts),**
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.

Subject: Submission of Undertaking for Authenticity of Information Provided

I, _____, aged _____ years, having permanent residence at: _____,
do hereby solemnly affirm and declare as under:

1. That I am the _____ (Designation) of _____
(Name of the Company/Firm) and duly authorized to submit bids on its behalf.
2. That the information, facts, and documents submitted by me along with the **Technical Bid** are true, correct, and complete to the best of my knowledge and belief.
3. That I understand and agree that any misrepresentation, falsification, or concealment of facts in the documents or information submitted shall render me liable under applicable laws and may lead to disqualification of the bid.
4. I undertake full responsibility for the authenticity and accuracy of all documents and information submitted.

Solemnly affirmed and declared on this _____ day of _____, 2025.

Signature: _____

Name: _____

Designation: _____

Company Name: _____

Seal of the Company/Firm.

Witness 1:

Signature: _____

Name: _____

Address: _____

Witness 2:

Signature: _____

Name: _____

Address: _____

Annexure 5: Format for listing Similar Work Experience

(To be submitted on the letterhead of the bidder)

This is to certify that (name of bidder) _____ has successfully completed the following Food & Beverage (F&B) or Cafeteria or Catering assignments. We understand that supporting documents, such as work orders, tax invoices, or completion certificates in the name of the bidder / sister organization / 100% owned subsidiary company, can be produced on demand.

S. No	Particulars
1	Project name:
2	Country and Location within the country:
3	Name of Client:
4	Client Address:
5	Legal Entity Name (in whose name the contract was awarded):
6	Project Duration (in months):
7	Approximate Value of the Contract (INR):
8	Name of JV Partner / Sub-consultant / Associated Organizations (if any):
9	Role of JV Partner / Sub-consultant / Associated Organizations:
10	Narrative description of the Project:
11	Detailed Scope of services, coverage, and relevance to this project:

Signature of Authorized Representative

Name: _____

Designation: _____

Organization Seal: _____

Date: _____

Place: _____

Annexure 6: Format for Financial Proposal

Name of Work: _____

Name of Catering Service Provider: _____

S. No	Description	License Fee Quoted by Bidder (Annually)	
		(in fig.)	(in words)
1	License Fee quoted by the bidder		

I hereby certify and accept the following:

- a) The Contract will be for a period of 1 (one) year.
- b) I / We, as a Bidder, have inspected the existing premises and acquainted myself/ourselves before Bidding for the said Property.
- c) I/ We understand that apart from quoted license fee, electricity charges, PNG charges etc. shall be payable by us regularly to the complete satisfaction of the Authority at the rates prescribed from time to time, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the concerned authorities. We understand that non-payment of dues on time will result in cancellation of license.

I certify that I have gone through the RFP document, and I have understood and agree to the terms and conditions as mentioned in this Document and Contract Agreement.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental, or otherwise, as a result of which our Bid is found to be non-responsive, will be sufficient for the Authority to reject our Bid and forfeit our EMD in full. I abide by the above offer/quote and terms & conditions of the RFP document for the Craft Complex and the LOA if the Authority selects us as the Preferred Bidder.

Signature of Authorized Representative

Name: _____

Designation: _____

Organization Seal: _____

Date: _____

Place: _____

Annexure 7: Deleted

Annexure 8: Format for Letter of Award to Successful Bidder

To,

[Name of the Authorized Representative]

[Designation]

[Name of the Bidder/Firm]

[Address]

Subject: Letter of Award for Selection of Service Provider for Food & Beverage Services at Crafts Complex, Vasant Kunj, New Delhi.

Sir/Madam,

1. With reference to your proposal submitted in response to the above-cited tender and based on your successful qualification in the selection process, we are pleased to inform you that the Authority hereby issues this **Letter of Award (LoA)** for providing Food & Beverage (F&B) services at the designated space in the Crafts Complex, Vasant Kunj, New Delhi.
2. You are requested to return one copy of this LoA duly signed and accepted by your Authorized Signatory within **three (03) days** of issuance of this LoA as confirmation of your acceptance.
3. Upon acceptance of this LoA and submission of the Security Deposit, you shall be required to sign the **Contract Agreement** with the Authority, confirming your acceptance of all the Terms & Conditions as stipulated in the RFP document and its subsequent corrigenda, if any.
4. Please note that until the formal Contract Agreement is signed, this Letter of Award shall constitute a binding contract between you and the Authority.
5. The scope of work, responsibilities, deliverables, timelines, and all other terms and conditions mentioned in the RFP and its amendments (if any) shall be deemed to form an integral part of this LoA.

Annexure 9: Format for Undertaking Regarding Site Visit and Understanding of RFP

To,

**Assistant Director, Craft Complex,
Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.**

Dear Sir/Madam,

I/We, the undersigned, hereby confirm that:

1. I/We have visited the site at the Craft Complex located at Vasant Kunj New Delhi on _____ (date of visit) and have thoroughly examined the site conditions and surroundings in relation to the proposed scope of work for Food & Beverage (F&B) Services, as detailed in the RFP.
2. I/We have fully understood the requirements, operational challenges, and service expectations outlined in the RFP document, including all terms and conditions, eligibility criteria, selection process, and performance obligations.
3. I/We have made our own assessment regarding the feasibility and modalities of providing the required services and have based our bid accordingly.
4. I/We shall not hold the Authority responsible for any misunderstanding or lack of information and shall abide by the terms of the RFP and any clarifications issued.

Authorized Signatory

(Signature with stamp/seal)

Name: _____

Designation: _____

Name of Bidder: _____

Date: _____

Place: _____

Annexure 11: List of Kitchen Equipment and Infrastructure to be Provided

The annexure outlines the essential kitchen equipment and supporting infrastructure that must be provided by the Authority to the selected agency/operator to ensure a fully functional and compliant kitchen setup.

S. No.	Item Description	Specifications
1	Stainless Steel 316 Single Washing Sink	<ul style="list-style-type: none"> • Minimum 60 litres capacity. • Heavy-duty, corrosion-resistant, with drainage. • Suitable for commercial kitchen use.
2	Oil and Grease Chamber (SS)	<ul style="list-style-type: none"> • 60 litres capacity. • Made of Stainless Steel. • To include necessary plumbing and civil works for effective waste management.
3	RO Plant for Fresh Water Supply	<ul style="list-style-type: none"> • Commercial-grade RO system capable of handling daily kitchen water requirements, connected to main water line.
4	PNG Gas Connection	<ul style="list-style-type: none"> • Provision of a safe and approved Piped Natural Gas (PNG) connection, including shut-off valves and safety compliance as per local authority norms.
5	Water Supply Connection	<ul style="list-style-type: none"> • Continuous water supply (fresh and treated) connected to the washing area, cooking, and RO unit.
6	Exhaust System	<ul style="list-style-type: none"> • Ventilation system.

Annexure 12: Format for Letter of Undertaking for Blacklist

(To be printed on the letterhead of the Bidder and signed by the Authorized Signatory)

To,

**Assistant Director, Craft Complex,
Office of Development Commissioner (Handicrafts),**
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.

Subject: Undertaking Regarding Non-Blacklisting

Sir/Madam,

In response to the Tender/RFP No. _____ dated _____ for providing Food & Beverage (F&B) services at the Crafts Complex, Vasant Kunj, New Delhi, I/We, the undersigned, hereby declare and confirm that:

1. I/We have not been blacklisted or debarred by any Government Department/Ministry, Public Sector Undertaking (PSU), Autonomous Body, or any other Government entity in India or abroad, at the time of submission of this bid.
2. I/We further declare that no criminal case or investigation by any regulatory authority is pending against our firm/company or any of its partners/directors.
3. I/We understand that if any such information is found to be false or misleading, or if any blacklisting or debarment is imposed upon us during the bid evaluation or contract period, our bid will be rejected and/or the contract shall be liable for immediate termination without any liability on the part of the Authority. Further, such action may also lead to forfeiture of EMD/Performance Security and blacklisting from future bids.
4. This undertaking is executed in compliance with the terms and conditions of the tender and is true to the best of our knowledge and belief.

(Signature)

Name: _____

Designation: _____

Company Name: _____

Address: _____

Date: _____

Annexure 13: Format for Performance Certificate

(Furnish this information for each individual work from the employer for whom the work was executed)

- 1) Name of the contract and location
- 2) Agreement no.
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of Commencement
 - d. Period
 - e. Amount of compensation levied, if any
 - f. Performance Report
 - i. Quality of Food - Excellent/Very Good/Good/Fair/Average
 - ii. Resourcefulness - Excellent/Very Good/Good/Fair/Average
 - g. Compliance of all statutory requirements- Yes / No

Seal of the Organization

Signature of the Responsible Authority

Annexure 14: Format for Self-Declaration on Minimum Staffing

(To be submitted on the Letterhead of the Bidder and signed by the Authorized Signatory)

To,

**Assistant Director, Craft Complex,
Office of Development Commissioner (Handicrafts),**
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.

Subject: Declaration on Minimum Staffing as per RFP.

Dear Sir/Madam,

I, the undersigned, being the authorized signatory of [_____]Name of the Bidder], do hereby declare and confirm that our organization currently employs [_____]Number] staff members under our Food & Beverage operations (including restaurant/outdoor catering services), thereby meeting the minimum staffing requirement as specified in the RFP.

I further declare that all the above-mentioned employees are on our company's payroll as of the date of this declaration and relevant records can be furnished upon request.

This declaration is made in good faith and for the purpose of meeting the technical qualification criteria of the RFP.

(Signature)

Name:

Designation:

Company Name:

Address:

Date:

Annexure 15: Format for Self-Declaration for Proof of Minimum One Year of Continuous Operations in the F&B Business

(To be submitted on the Letterhead of the Bidder and signed by the Authorized Signatory)

To,

**Assistant Director, Craft Complex,
Office of Development Commissioner (Handicrafts),**
Ministry of Textiles, Government of India
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.
Government of India.

Subject: Declaration of Continuous Operations in the F&B Business

Dear Sir/Madam,

I/We, the undersigned, hereby declare that **[Name of the Company/Proprietor/Firm]**, having our registered office at **[Registered Address]**, have been continuously engaged in the Food and Beverage (F&B) services business for a period of **not less than one (1) years** as on the date of this declaration.

The details of our operations in the F&B sector are as follows:

Sl. No.	Client/Project Name	Type of Service Rendered	Duration (From–To)	Supporting Documents Attached (Y/N)
1				
2				
...				

We are enclosing the following documents as proof of our continuous operations:

- Company registration/incorporation certificate
- Copies of relevant work orders / agreements
- Client references or testimonials (if any)
- GST registration / FSSAI license copies (if applicable)

I/We affirm that the information provided above is true and correct to the best of our knowledge and belief. In case any part of the information is found to be false or misleading at any stage, our bid may be rejected and we shall be liable for any action deemed appropriate by the Authority.

Date:

Place:

(Signature)

Name:

Designation:

Company Name:

Seal and Stamp