

REQUEST FOR PROPOSAL

Selection of Operator For Food Plaza & Hotel

At

**Birsa Munda Bus Terminal, Kantatoli,
Ranchi, Jharkhand**



Ranchi Municipal Corporation

Ranchi, Jharkhand

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Ranchi Municipal Corporation (RMC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for RMC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. RMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

RMC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website www.ranchimunicipal.com.

Data Sheet

| S. N. | Description | |
|--------------|--|---|
| 1 | Method of Selection proposal required | Highest financial proposal |
| 2 | Date of Publication of Tender | 18-11-2016 |
| 3 | Last Date of Receipt of Pre-proposal Query | 01-12-2016 |
| 4 | Date and Time of Pre-Proposal Meeting | 02-12-2016 at 3:00 PM |
| 5 | Last date and time of Submission of proposal (Proposal Due Date) | 09-12-2016 upto 3:00 PM |
| 6 | Opening of Technical proposal | 10-12-2016 at 3:30 PM |
| 7 | Date of opening of Financial proposals | To be intimated later |
| 8 | Duration of services: | 10 years from the date of execution of agreement |
| 9 | Earnest Money Deposit | Rs. 1,00,000/- |
| 10 | Validity of proposal | 180 days from due date of Submission of proposal. |
| 11 | Name and Address where queries/correspondence concerning this Request for proposal is to be sent | The Municipal Commissioner Ranchi Municipal Corporation, Ranchi, Jharkhand 834001 |
| 12 | Address where Bidders must submit proposal | Office of the Municipal Commissioner Ranchi Municipal Corporation Kathchury, Ranchi, Jharkhand 834001 |

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Ranchi Municipal Corporation (RMC) intends to select competent firms for Operation, Maintenance and Management of Hotel Rooms, Dormitory and Food Plaza at Birsa Munda Bus Terminal, Khadgara in Ranchi.

1.2 Here in this document the word "CLIENT" may be RMC or any other agency / department, nominated by the Government of Jharkhand on behalf of RMC for execution of this contract.

2 INVITATION TO SUBMIT PROPOSALS

Client invites detailed proposals from eligible bidders for "Operation & Maintenance of Hotel Rooms, Dormitory and Food Plaza" at the Birsa Munda Bus Terminal, Kantatoli in Ranchi ("the Assignment"), in prescribed formats set out in this RFP.

3 MINIMUM ELIGIBILITY CRITERIA

The Bidders, participating in the Assignment shall be a single Business Entity and shall fulfill the following minimum eligibility conditions:

3.1 The bidder should have experience in operation, maintenance and management of a hotel having minimum 10 rooms. The experience of operation and management shall have to cover all of the following:

- i. Rooms,
- ii. Food & beverage plaza (restaurant)

Note:

- (i) Notarised copy of Agreement or hotel ownership documents shall have to be provided towards proof of association for the experience submitted for the hotel, and also for duration of services being provided
- (ii) Self-declaration in form of affidavit shall be submitted by the bidders towards the extent / type of services being provided. If any part of such self-declaration is found to be false, the bidder shall be rejected or the agreement shall be terminated, if such findings are known after the execution of the agreement
- (iii) Any and all such bids shall be rejected in the event of non-submission of any of the above documents in the manner it is stated above.

3.2 The Annual Turnover of a bidder shall be minimum Rs. 20 Lakhs (Rs. Twenty Lakhs) in any of last 3 Financial Years in the last 5 Financial Years.

3.3 Submission of Undertaking by the Bidder on the following:

- a) Never blacklisted, terminated by any client in India
 - b) The bidder was never cited by any regulatory agency for a safety violation in the last five years preceding the date of publication of this RFP
 - c) The bidder was never cited by any regulatory agency for food quality violation in the last five years, preceding the date of publication of this RFP
 - d) Any and all such bids shall be rejected in the event of non-submission of any of the above documents in the manner it is stated above.
4. For the purpose of this RFP document, a Business Entity shall mean a proprietorship firm / a registered partnership firm / a company registered in India under the Companies Act.
 5. Client intends to appoint a business entity for the assignment, bidding in form of consortium shall not be allowed.
 6. Appointment of specialized agencies for separate services by the Bidder shall be permissible.
 7. Any entity, which has earlier been barred by the Client, Government of Jharkhand (GoJ), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoJ/SG/GoI from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
 8. The RFP document can be downloaded from the web site www.ranchimunicipal.com and be used provided that while submitting the proposal it should be accompanied with a non-refundable processing fee in the form of a crossed Bank Draft for Rs. 5,000 (Indian Rupees Five Thousand only) from a scheduled bank of India, in favour of the Municipal Commissioner , Ranchi Municipal Corporation, payable at Ranchi. The proposal without the processing fee shall not be considered for evaluation.
 9. Client shall have the discretion to increase or decrease the scope of work under the assignment and also to appoint other services providers for providing services which is not in the scope of this RFP.
 10. Client intends to adopt a single stage bidding process for the Assignment. The ToR and the scope of services as set out in Appendix C.
 11. The Proposals received from eligible bidders shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

12. The Successful Bidder is required to enter into a Contract Agreement with Client and the draft of the same is set out in Appendix C. The fees shall be paid to RMC in the manner as set out in the Draft Contract Agreement.
13. The Agreement period shall be initially for 10 (ten) years which may be extended at the discretion of the Client on yearly basis. The agreement period may further be extended by mutual consent on negotiated terms. However, the bidder shall continue to operate & maintain till the handing over of charges to the other appointed agency by Client. The Fee quoted by the Bidder shall be increased by 5% per year (the year shall mean completion of one year of services from the date of actual deployment) over and above the Fee of previous year.
14. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). Client reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

15 EARNEST MONEY DEPOSIT (EMD)

- 15.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 1,00,000/- (Rs. one Lakhs only) in the form of a Demand Draft in favour of the Municipal Commissioner, Ranchi Municipal Corporation, on any scheduled bank, payable at Ranchi or in the form of Bank Guarantee, issued by one of the Scheduled Banks in India in favour of the Client, operable in Ranchi, and if invoked, be encashable at any branch of Ranchi. The EMD shall be valid for 210 days from the Proposal Due Date.
- 15.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by Client.
- 15.3 EMD shall be forfeited in the following cases:
 - a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b) if the successful Bidder fails to execute the Contract Agreement within the stipulated time or any extension thereof provided by Client.

16 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 16.1 Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of Client will be uploaded in the website (www.ranchimunicipal.com), without identifying the source of inquiry.

16.2 At any time before the proposal due date the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (www.ranchimunicipal.com) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of Client only. In case there is a substantial change in RFP, Client will publish the revised RFP. Revised RFP will be uploaded in the website (www.ranchimunicipal.com) and the same should be submitted.

17 CONFLICT OF INTEREST

17.1 Client policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of Client. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:

- a) If a Bidder combines the function of service with those of contracting and/or supply of equipment; or
- b) If a Bidder is associated with or affiliated to a contractor or manufacturer; or
- c) If a Bidder is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the Bidder should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the Bidder will limit its role to that of a Bidder and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by Client in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Bidder selected to undertake this assignment will contain an appropriate provision to such effect; or

- d) If there is a conflict among consulting assignments, the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder shall not be engaged for the relevant assignment.

18 FRAUD AND CORRUPTION

Client requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Client:

- 18.1 defines, for the purposes of this provision, the terms set forth below as follows:
- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the Bidder selection process or in contract execution;
 - (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) "collusive practices" means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a Bidder selection process or the execution of a contract;
 - (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Bidder selection process, or affect the execution of a contract; and
- 18.2 Client will reject a proposal for award if it determines that the Bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- 18.3 Client will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Client-financed activities if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Client-financed contract; and
- 18.4 Client will have the right to require that, in Bidder selection documentation and in contracts financed by the Client, a provision be included requiring bidders to permit the Client or its representative to

inspect their accounts and records and other documents relating to Bidder selection and to the performance of the contract and to have them audited by auditors appointed by the Client.

19 PREPARATION OF THE PROPOSAL

19.1 The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

19.2 a. Bidder's proposal (the proposal) shall consist of three (3) envelopes -

| | |
|------------|--------------------|
| Envelope-1 | Key submissions |
| Envelope-2 | Technical proposal |
| Envelope-3 | Financial proposal |

- b). The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2
- c). The contents of the envelopes are set out below

20. Envelope 1: "Key Submissions"

The following documents shall be submitted in Envelope 1 –

- a) Letter of proposal in the prescribed format (**Appendix A**);
- b) A non-refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 5,000 (Rupees Five Thousand only) drawn in favor of Municipal Commissioner, Ranchi Municipal Corporation (Client) on any scheduled bank, payable at Ranchi, Jharkhand.
- c) Earnest Money Deposit for an amount of Rs.1,00,000/- (Rs. One Lacs only) in the form of a Demand Draft in favour of the Municipal Commissioner, Ranchi Municipal Corporation, on any scheduled bank, payable at Ranchi or in the form of Bank

Guarantee, issued by one of the Scheduled Nationalised Banks in India in favour of the Client operable in Ranchi, and if invoked, be encashable at any branch of Ranchi. The EMD shall be valid for 210 days from the Proposal Due Date

- d) Power of Attorney for signing the proposal in the prescribed format (Appendix – B).
- e) RFP and draft Agreement duly signed in blue indelible ink and stamped by the authorised representative of the bidder.

20.1 Envelope 2: "Technical Proposal"

The following documents shall be submitted in Envelope 2 –

- a) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- b) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Operation, Maintenance and Management of hotels should be supported by a certificate from an authority of the rank of General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, carpet area, fees as per the contract. Copy of income tax receipt, copy hotel registration, Copy of Luxury Tax, copy of service tax.
- c) Average Annual Turn Over in last three Financial Years in Form TECH-3. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from Operation, Maintenance and Management shall not be considered for evaluation.
- d) Submission of undertakings of following using Form TECH-4.
 - i. Never blacklisted, terminated by any client in India
 - ii. Affidavit stating no pending criminal cases with police station or judiciary
 - iii. The bidder was never cited by any regulatory agency for a safety violation in the last five years

- e) General approach and methodology in from TECH-5. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.
- f) The bidder shall submit a soft copy in CD ROM of all the contents of “Key Submission” and “Technical Proposal” in a separate cover in Envelope – 2

20.2 The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.

20.3 Envelope 3:”Financial Proposal”

- a) The Financial proposal must be submitted in hard copy using Form FIN - 1 Bidders shall use only Indian currency in preparation of Forms FIN-1
- b) The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.

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

20.5 It shall be deemed that prior to the submission of the Proposal, the Bidder has:

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

- 20.6 Client shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

21 **SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 21.1 All The three envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.
- 21.2 Proposals must be delivered at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by Client.

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. From the time the proposals are opened till the time the contract is awarded, the bidder should not contact Client on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
2. No request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, Client will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - a. It is received by the proposal Due Date including any extension thereof;
 - b. It is accompanied by the EMD in accordance with the RFP document;
 - c. It is accompanied by demand draft of Rs 5,000/- non-refundable processing fee, in the manner as specified in this RFP document
 - d. It is signed, sealed, bound and marked as stipulated in this RFP document;
 - e. It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal;
 - f. It contains all undertakings / declarations, as stated in this RFP
 - g. It contains all the information (complete in all respects) as requested in the RFP;
 - h. It does not contain any condition or qualification;
4. Client reserves the right to reject any proposal which is non responsive.
5. **OPENING AND EVALUATION OF FINANCIAL PROPOSALS**
 - 5.1 All eligible bidders shall be invited to attend the opening of financial proposals. Financial proposals of eligible proposals shall be considered for opening. The bidders/their representatives may choose to attend the opening of financial proposal.
 - 5.2 Each Financial proposal will be inspected to confirm that it has remained sealed and unopened.

5.3 Evaluation of Financial proposals

- a. Financial proposals will be checked for adherence with the prescribed format. It would be checked whether all financial proposals are above the minimum reserved price per square feet, per month **of the** first year **is Rs. 15/-** (Rs. Fifteen) excluding tax.
 - b. Maintenance charge of Rs. 2 per square feet per month (Rupees two per square feet per month) will be charged above the lease rent, or as may be notified by RMC time to time.
 - c. The financial proposals which are below the amount of minimum reserved price shall be rejected.
 - d. The highest financial proposal proposed by the bidder shall be declared as first ranked bidder, second for the next to that and so forth
- 6 Client will notify the first rank bidder through a Letter of Acceptance as per the terms and conditions mentioned in RFP.
- 7 Amount of payment to be made by the successful bidder to the RMC shall be calculated on the area defined in the scope of work Point No.3 in this RFP. However corridor, landing area and staircase, shall not be the part of calculation.
- 8 The Successful Bidder(s) shall execute the Agreement within one week of the issue of LoA or within such further time as Client may agree to in its sole discretion. Agreement shall be signed after receipt of Quarterly Fee for the first quarter in advance by RMC and the fee for other quarters of the first year in form of post dated cheques in favour of MUNICIPAL COMMISSIONER, RMC
- 9 Failure of the Successful Bidder to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.
- 10** The service provider shall be required to furnish a Performance Security on or before contract commencement for an amount of **Rs 10,00,000/- (Rupees of Ten Lakhs only)** in the form of irrevocable bank guarantee issued by any nationalized bank in prescribed format **or** Fixed Deposit Receipt (FDR) in favor of the Municipal Commissioner, RMC.

- 11 The performance security, as furnished by the tenderer, shall remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the Bidder under the agreement to be executed by and between the RMC and the Bidder.
- 12 In case the period of contract is extended further by the RMC in consultation with the Bidder, the validity of performance security shall also be extended by the Bidder accordingly, so that such performance security shall remain valid for a period of **sixty days** after the expiry of the Bidder's obligations.
- 13 Failure of Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / performance security.
- 14 Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

15 CONTRACT COMMENCEMENT DATE

The contract shall commence from the date of signing. However, the Operation, Maintenance and Management of hotel under the Agreement shall commence from the date of deployment of the team at Ranchi at project location.

SECTION 3

APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS

CONTENTS

| TITLE | APPENDIX/ FORM |
|---|----------------|
| Letter of proposal | APPENDIX A |
| Power of attorney for signing of proposal | APPENDIX B |
| Details of bidder <i>(on the letter head of the bidder)</i> | FORM TECH-1 |
| Description of technical experience of bidder to illustrate qualifications | FORM TECH-2 |
| Average annual turnover in last three financial years from facility management services | FORM TECH-3 |
| Undertakings | FORM TECH-4 |
| General approach and methodology, Comment on ToR | FORM TECH-5 |
| Format for bank guarantee for Earnest Money Deposit | FORM TECH-6 |
| Format for financial proposal | FORM FIN-I |
| Draft agreement | APPENDIX C |
| | |

APPENDIX A

LETTER OF PROPOSAL

(On Applicant's letter head)

Dated:

The Commissioner
Ranchi Municipal Corporation
Ranchi

Sub: Selection of the Operation, Maintenance and Management of Hotel Rooms, Dormitory and Food Plaza for the Khadgara Bus Stand at Ranchi

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2 All information provided in the **proposal** and in the Appendices is true and correct.
- 3 This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 We certify that we have not been barred by the Client, Government of Jharkhand (GoJ), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoJ/SG/Gol from participating in its projects.

- 8 I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 10 I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 11 I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our MUNICIPAL COMMISSIONER or any of our Directors/ Managers/ employees.

- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 15 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 the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18 The Fees has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
- 19 I/We offer and attach as specified (i) Non-refundable processing fee of Rs5,000/- (Rupees Five Thousand Only) in the form of demand draft (ii) EMD of Rs. 1,00,000/- (Rupees one lac only) to the Authority in accordance with the RFP Document.
- 20 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)
Place: (Name and designation of the of the Authorised signatory)
Name and seal of bidder

APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of Bidder for providing Facility Management Services in the Khadgara Bus stand at Ranchi, by the Ranchi Municipal Corporation,(Client) (the "Authority") including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

FORM TECH-1

DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for Client with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pin code :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

3. Company/Firm Profile, Locational Presence in India.

Enclosure:

Notarised copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation
2. Enclose copy of any certification / accreditation / affiliation
3. Self-declarations / undertakings as required by this RFP

FORM TECH-2

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS

(NOT TO EXCEED THREE PAGE FOR EACH PROJECT)

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

| | | |
|------|--|--|
| (1) | Project Name: | |
| (2) | Project Location / name of municipal corporation: | |
| (3) | Built-up Area under the scope of services for the Project (square feet): | |
| (4) | Name of Client: | |
| (5) | Start Date (Month/Year): | |
| (6) | Whether work is ongoing (Yes / No): | |
| (7) | If completed, date of completion: (DD/MM/YYYY) | |
| (8) | Detailed Narrative Description of Project Building: | |
| (9) | Detailed Description of Actual Services Provided by the firm: | |
| (10) | Professional Staff Provided by the Firm: Number of and categories of Staff: | |
| (11) | Value of Services (INR) per year: | |

Note: The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation -

- a. Above Experience should be supported by a certificate from the by the authorised signatory of the client, in the event of services are provided under operation and management contract. The certificate from the client should clearly set out the name of the project, activities undertaken and the built-up area in Sq Metre. under the scope of services.
- b. In case the Fee per year / value of services per year from assignment is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
- c. Self declaration shall be enclosed in event of services are managed by the owner

ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS

| Financial Year | Turn Over (Rs. in Lacs) |
|-----------------------|--------------------------------|
| | |
| | |
| | |

Note:

1. The Audited Financial Statement should be submitted by the bidder
2. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant, stating its membership number. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation

UNDER TAKINGS

Submission of Undertaking by the Bidder on the following:

- a) Never blacklisted, terminated by any client in India
- b) The bidder was never cited by any regulatory agency for a safety violation in the last five years
- c) Affidavit stating no pending criminal case in any police station or judiciary
- d) Other undertakings as required under this RFP

Undertakings shall be prepared by the bidder in its letter head and shall be notarised

Submission of above undertakings is mandatory

GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE

- a) Management structure and delivery mechanism you will put in place to deliver the required services to Client.
- b) How you will implement this contract.
- c) Implementation team and what functions each team will be responsible for.
- d) Detailed implementation programme and what functions and interfaces you will require with Client.
- e) Methodology for maintaining hygiene in the service area and among the manpower deployed

Format of Bank Guarantee for Earnest Money Deposit

To
Municipal Commissioner
Ranchi Municipal Corporation
Ranchi

WHEREAS _____ [**Name and address of the Bidder**] (hereinafter called “the **Bidder**”) has undertaken, in pursuance of Request for Proposal No. _____ dated _____ to provide the Contract services for _____ [**Name of contract and brief description of works**] (hereinafter called the “**the Contract**”) and other related documents (hereinafter collectively referred to as “Bidding Documents”),

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder up to a total of _____ [**amount of Guarantee**]¹ _____ [in words _____], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of _____, Client through our branch operable at Ranchi at _____ (provide the address and branch code no. of the branch at Ranchi) and if invoked, be encashable at _____, branch of _____ bank in Ranchi, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [**amount of Guarantee**] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

¹ Shall be equal to the amount stipulated in the Request for Proposal

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidder or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____
(Name, Signature & Occupation)

2. _____
(Name, Signature & Occupation)

Format for Financial Proposal
(On the letterhead of the Bidder)

To
The Commissioner
Ranchi Municipal Corporation
Ranchi

Sub: Financial Proposal for selection of Operation, Maintenance and Management of Hotel Rooms, Dormitory and Food Plaza for Birsa Munda bus Terminal, Khadgrha, in Ranchi

Having gone through this RFP document and Draft Agreement and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote the following lump sum amount per square feet of built-up area for the Assignment during the first year of services to be paid to the Ranchi Municipal Corporation in an quarterly manner, that is seven days before the execution of agreement which are to be paid in advance, along with post dated cheques for the next 3 quarters and one month before the anniversary of execution of agreement for subsequent years of operation.

Financial proposal in form of lump sum amount per square feet of built-up area per month for the Assignment during the first year of services to be paid to the Ranchi Municipal Corporation in an quarterly manner **for the first year:**

In Figure: Rs. _____

In words: Indian Rupees _____

We understand in the event of mismatch of the financial proposal stated in figure and words, the higher shall be considered.

We understand that the quarterly premium shall be incremented after each year by 5% to be compounded annually.

We understand the minimum reserved price per square feet, per month **of the first year is Rs. 15/-** excluding tax. In the event our proposal are lower than the minimum reserved price, our proposal shall be rejected.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of bidder

APPENDIX C

TERMS OF REFERENCE AND SCOPE OF FACILITY MANAGEMENT SERVICES

I. SCOPE OF WORK

1 Objective:

The purpose of this document is to lay down the scope of work is to Operation, management, maintenance of 6 nos. AC and 6 nos. non ac rooms, 2 dormitories, one food plaza and earn revenue from the same, as per applicable laws

2 Scope of services

- a. To apply and obtain all statutory clearances from competent authorities at its cost. RMC shall facilitate such clearances.
- b. Furnishing of all Ac and non-AC rooms as per the following specification:

| S No. | Specification | Nos. |
|-------|--|--------------------|
| 1 | Double King Size Bed | 12 |
| 2 | Spring mattress 6 inch. | 12 |
| 3 | Bed Sheet, pillow, pillow cover, blanket/quilt bed cover, towels | As per requirement |
| 4 | Geyser , bucket , mug | 12 |
| 5 | Reading Table, Chair | 12 |
| 6 | Mirror for room size 2X4 ft | 12 |
| 7 | Mirror for bathroom Size 1.5 X 2 feet | 12 |
| 8 | Branded LED TV 32 inches with DTH/ cable connection for room and reception/ lobby. | 13 |
| 9 | Cupboard with laminated ply Size to be approved by RMC | 12 |
| 10 | Intercom for every room and service area. | As required |

- c. Furnishing of all dormitories as per the following specification:

| S No. | Specification | Nos. |
|-------|--|--------------------|
| 1 | Single Bed | 30 |
| 2 | Mattress | 30 |
| 3 | Bed Sheet, pillow, pillow cover, blanket bed cover, towels | As per requirement |

| | | |
|---|--|----|
| 4 | Geyser , bucket , mug | 6 |
| 6 | Mirror size 2X4 ft | 4 |
| 7 | Mirror for bathroom Size 1.5 X 2 feet | 2 |
| 8 | Shelf with laminated ply Size to be approved by RMC | 30 |

- d. Fixing 1.5 Ton Split AC in 6 number of AC Rooms at its cost and maintaining the same at its cost.
- e. Procure, install, operate, manage and maintain one number silent generator of required capacity, where it will bear cost of procurement and cost of management and maintenance inclusive of cost of fuel, spares and annual maintenance contracts. The generator should always be in up condition, in lack of which alternative arrangements shall be made
- f. To provide **2 numbers water purifier with reverse osmosis system (RO) with water cooler dispenser** and maintenance of the same.
- g. The food plaza shall have its own **water purifier with reverse osmosis system (RO) with water cooler dispenser**
- h. Furnishing of rooms and dormitories (as per specification provided) and realization of revenue therefrom
- i. Apply for electric meter to state electricity company, get the connection at its cost and pay for the usage at the applicable unit rates
- j. Apply for water meter to RMC, get the connection at its cost and pay for the usage at the applicable unit rates
- k. Furnish, Operate and maintain the Hotel, Dormitory and food plaza at its cost and realize revenue from therefrom. It shall engage required number of staff, housekeeping chefs, service personnel at its costs. It shall also bear all cost of raw material, fuel, consumables and all other required expenses to offer highest quality of food and services. It will be free to charge for food at its decision, within the ambit of applicable laws.
- l. Payment of electricity bill, bill for solid waste management, water charges, if applicable and any other user charges to the competent authorities. It shall also pay for water bill, if piped water supply is provided by RMC in future, along with requisite connection charges.
- m. Payment of all applicable taxes, cess, levies to competent authorities
- n. Maintain complain register. Show email IDs and location of complain registers clearly by providing signages both in Hindi and English. Summary of complain register to be submitted to RMC every week, showing complains attended or not-attended
- o. Common Toilets shall be washed, wiped 6 (six) times a day.
- p. The Administrative Room, located in the first floor shall be out scope of this agreement and RFP.
- q. Disposal of solid waste generated from the rooms, dormitories and food plaza in an appropriate manner, as per applicable guidelines

- r. Pest control
- s. Not to sell / serve any alcohol or tobacco related product
- t. It will abide by all applicable acts, rules and guidelines
- u. Shall register with EPF & ESIC and submit establishment code.

3 Area statement under the scope

| Sl. No. | Particular | Nos. | Size | Area |
|---------|--|--------------------------|--|--|
| 1. | Gents Toilets 7 Seater (3 W.C+ 4 Urinal) | 01 | 13'5" x 20'6" | 275.11 sq.ft. |
| 2. | Ladies Toilets 3 Seater (3 W.C.) | 01 | 13'5" x 20'6" | 275.11 sq.ft. |
| 3. | Rooms without attach Toilets | 06 | 20'6" x 13'5" | 1660.00 sq.ft. |
| 4. | Store | 01 | 17'6" x 9'6" | 166.25 sq.ft. |
| 5. | Rooms with attached Toilet | 06 | 20'6" x 13'7" 8' x 5' | 1670.34 sq.ft. 240.00 sq.ft. |
| 6. | Ladies dormitory 10 bedded with dressing room and Toilet. | 01 Dressing Toilet | 20'6" x 36'8" 9' x 10' 17'5" x 17'1" | 275.11 sq.ft. 90.00 sq.ft. 297.53 sq.ft. |
| 7. | Gents dormitory 13 bedded with dressing room and Toilet. | 01 Dressing Toilet | 41'4" x 29'1" 13'3" x 8' 13'3" x 20'8" | 1201.88 sq.ft. 106.00 sq.ft. 273.88 sq.ft. |
| 8. | Gr. floor Food plaza with Veg and Non-Veg Kitchen and wash Area. | 01 Kitchen Wash | 41'4" x 29'1" 28'1" x 19'8" 17'4" x 9'0" | 1201.88 sq.ft. 552.33 sq.ft. 155.97 sq.ft. |
| | | | Total- | 8441.39 sq.ft. |

Draft Agreement

This License Agreement (the “**Agreement**”), is executed at [•] on this [•] day of [•] 20[•],

BETWEEN

The Ranchi Municipal Corporation, Ranchi (hereinafter referred to as “**RMC**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, permitted assigns) as party of the First Part;

AND

M/s.....,Company incorporated under Companies Act, Partnership.....

Proprietor.....(hereinafter referred to as “**Licensee**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Licensee) as party of the Other Part;

"RMC" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

WHERE AS:

- A. RMC has decided to provide quality boarding & lodging services to the passengers at the newly constructed bus terminal at khadgarha.
- B. The Licensee, inter-alia, is currently engaged in the business of catering services.
- C. RMC, pursuant to RFP dated, floated a Bid for the license for “**Provision of Food Plaza & Hotel at newly constructed Bus Terminal at Khadgarha.**”
- D. On the basis of highest financial proposal, RMC has confirmed to the licensee that its established as the Selected Bidder;
- E. In terms of the Bid, the submissions of the Licensee and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the license arrangement on such terms and conditions as set forth herein, after regarding the requirements of the Bid as the sacrosanct basis for the arrangement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SHARED BETWEEN THE PARTIES, THE PARTIES, HEREBY AGREE AS FOLLOWS:

1. ARTICLE 1 SCOPE OF THE ARRANGEMENT

- 1.1 The parties agree that the scope of services shall be principally to set up the Food Plaza & Hotel and Operate, and manage from the commencement date of operations which is agreed by the parties to be (Commencement Date) .
- 1.2 This Agreement confirms and establishes that the scope of the arrangement between the parties shall be governed by the provisions of Annexure I (scope of services to be rendered by the Licensee).

2. ARTICLE 2 COMMENCEMENT OF OPERATION UNDER THE LICENSE

The Licensee hereby undertakes that Licensee shall be bound to comply with all submissions, commitments & representations made in response to the Bid unless agreed otherwise in this Agreement.

3. ARTICLE 3 TENURE OF THE AGREEMENT

3.1. The Tenure of the Agreement will commence on the Commencement Date which has been agreed by the parties as Ten (10) years and subject to the provisions of Article 3.2, 8 and Article 13 herein below, respectively, shall continue until a period of Ten (10) years from the Commencement Date and, if not terminated/ expired, will be renewed on the mutually agreed terms.

3.2. Tenure and Renewal of License :-

The tenure of License shall be initially for a period of 10 years with a provision of further renewal for period(s) of 1 year on satisfactory performance and payment of all dues and arrears and Renewal will not be a matter of right. The licensee must apply for renewal minimum 1(one) month in advance before the expiry of the contract. No Dues Certificate from the concerned authority must be attached along with the application for renewal.

4. ARTICLE 4 FINANCIAL TERMS AND CONDITIONS

4.1 Collection of Revenue by the Licensee :-

The Licensee is authorized to collect revenues (inclusive of tax) on issue of invoice directly from passengers in consideration of having rendered catering services.

4.2 License Fee

- (a) The Annual License Fee, is **Rs.**
(hereinafter "License Fee).
- (b) In consideration of the provision of the services and the Bid submissions of the Licensee, the Licensee shall pay to RMC above agreed sum of Annual License fees.
- (c) The Annual License Fee shall be payable quarterly in advance for each quarter of the license, Fifteen (15) days prior to the commencement of next quarter of the license.
- (d) License fee will be reassessed and revised at the time of each renewal subject to a minimum of 5% increase over year to year to be compounded yearly .
- (e) The licensee will be required to pay all the charges as per the contract agreement and all statutory duties/charges/levies, etc. would also be borne by the licensee as and when due.
- (f) The licensee shall have to apply for electricity meter and connection at its own cost and shall pay for the actual consumption.
- (g) The licensee shall have to apply for water meter and connection at its own cost and shall pay for the actual consumption.

4.3 Failure/ Delay in deposit of License Fee

Without prejudice to any other right that may be available to RMC in this Agreement or otherwise, any delay in payment of License Fee shall attract interest @ 14% per annum

calculated for the number of days of default. RMC reserves the right to terminate the license, in case the licensee fails to make payment within one month of the due date.

4.4 Payment of taxes

The Licensee shall have to pay 15% service tax and ₹2/- per Sqft. maintenance charge over and above the license fee to the licensor along with the license fee.

Licensee, thus, agrees that all taxes payable on account of the grant of license including sales tax, etc. shall be borne by the Licensee exclusively and that the RMC shall not be responsible towards the same at any time during the term. Furthermore, in the event that any new tax is imposed or an existing tax enhanced under a governing law upon the services/ deliverables of the Licensee, the liability of payment of Tax to the Government agency shall be also borne by the Licensee exclusively.

4.5 Mode of Payment

Any payment payable by the Licensee to RMC under this Agreement shall be paid through the Licensee's own account vide demand draft or banker's cheque made in Ranchi. In favour of Municipal Commissioner, Ranchi Municipal Corporation.

4.6 Recovery of outstanding dues

Notwithstanding anything contained in this Agreement, the RMC shall be at liberty to receive any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee after which RMC shall communicate to the Licensee of such deductions. In such an event, the Licensee shall be obligated to ensure that the Security Deposit is restored to its original value within seven (7) working days from such deduction failing which the same shall be deemed as material breach by the Licensee and entitle the RMC to terminate this Agreement.

5. ARTICLE 5 SECURITY DEPOSIT

5.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to RMC (in the manner and form acceptable to RMC) a Security Deposit for an amount equal to Ten Lakhs 15 (fifteen) days prior to the Commencement of License.

5.2 Security Deposit shall be paid in the form of Bank Draft/ Performance Bank Guarantee (PBG) / Cash (deposited with Chief Cashier of the RMC). The said BG shall be paid for in the manner as set forth in the Bid. valid for the Term of the Agreement and a period extending 60 days beyond the Term of the Agreement. RMC agrees to discharge the Security Deposit within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Licensee.

5.3 Notwithstanding anything mentioned in this Agreement, upon any default or breach of obligations by the Licensee under the Agreement, RMC may at its sole discretion draw upon the Security Deposit to satisfy its claims against the Licensee by imposition of Penalties or otherwise, irrespective any other remedy under this Agreement.

6. ARTICLE 6 RIGHTS AND OBLIGATION OF THE LICENSEE

6.1. General

- a) The Licensee hereby agrees to fulfill all technical and commercial requirements set forth in the Bid as well as all the commitments made in its response to the Bid and this agreement.
- b) Without prejudice to the aforesaid, it is represented by the Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the 'Desired Performance Levels' as described in RFP document.
- c) The Licensee warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the catering service at the Food Plaza & Hotel is undertaken with utmost care and diligence.
- d) The Licensee also hereby assures RMC of the quality, suitability and the warranties of all the food and related services under the Agreement, over and above the 'Desired Performance Levels' assured. The Licensee represents and warrants that the principle liability for the quality, suitability and warranties for catering service shall be of the Licensee and that all products will be in conformity with the requirements of the law as well as those stipulated by RMC from time to time. The Licensee hereby covenants that no exception to the liability, guarantee & assurance of the Licensee shall apply with regard to food and the services thereof as prescribed in this agreement.

6.2. Certificates/Permissions

The Licensee shall obtain necessary certificates/permissions required by law such as food license, test reports for various food items, etc. or as required as per the local regulations from the competent authorities. In case of any offense or failure to obtain the necessary certificates/permissions, the Licensee will be solely responsible for its penalty and consequences.

6.3. Display of menu and tariff, etc.

The Licensee shall exhibit menu, tariff and list of food items to be sold in the Food Plaza & Hotel. The Licensee shall also ensure that printed menu cards should always be available at the Food Plaza & Hotel and provided to the passengers on demand.

6.4. EPF & ESIC Registration

The licensee shall provide EPF & ESIC Registration.

6.5. Sale of items with the RMC prior approval

The Licensee shall not sell any unlawful items. If sale of unauthorized items is detected in contravention to approved items, RMC may seize such items and the unauthorized seized items shall be disposed off as per policy of the RMC in addition to any penalty to be imposed for such contravention.

6.6. Compliance of Food Adulteration Act and other statutory laws

- (a) The Licensee shall be responsible for compliance with applicable laws such as Prevention of Food Adulteration Act, 1954 or any other amendments thereto.

- (b) The Licensee shall be responsible for compliance with applicable laws such as sales tax, provident fund, labour laws or any other applicable laws.
- (c) RMC shall not be responsible for compliance of any laws applicable with respect to carrying out the catering activity by the licensee relating to catering, tax, its employees or any other related matter. The licensee shall be solely responsible for following all the laws applicable in this regard. In case of any harm to RMC, it shall be indemnified by the licensee.

6.7. Maintenance of proper hygiene, cleanliness, etc.

The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply, service, etc. of food/ meals in accordance with the parameters specified herein and in the bid documents. Licensee shall abide by the instructions issued by the RMC from time to time in this regard.

6.8. No unlawful/ illegal activity

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the Food Plaza & Hotel and/or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the RMC or any other competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.

6.9. Provision of suggestion/ complaint book

The Licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty.

6.10. No use of plastic material

The Licensee shall, in rendering catering services, not use plastic material but eco-friendly/ biodegradable packaging material for supply of food items, good quality glasses/ paper cups for serving tea/coffee, etc.

6.11. Collection of garbage

Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.

All instructions in regard to disposal of garbage issued by Health, Directorate are to be adhered to by licensees.

6.12. Issue of proper bills, etc.

The Licensee shall issue proper bill(s)/ receipts(s) against the sale of food items/ beverages to the customers of the Food Plaza & Hotel.

6.13. Ban on sale of products

The Licensee shall not sell/ distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the Food Plaza & Hotel. Further, the Licensee shall not use beef/ pork in any form in any food items served to customers.

6.14. Food articles not to be kept on floor, etc.

The Licensee shall ensure that the catering staff shall not keep any food article on the floor . The Licensee shall ensure that the catering staff shall not carry any food item in their pockets/card boxes/mineral water cartons, etc. and only container should be used for these purposes.

6.15. Provision of equipment

The Licensee will arrange his own equipment for satisfactory provisions of services.

6.16. Damage to RMC Property

The Licensee shall be responsible for any damage caused to RMC property provided arising due to the acts of omission or commission of the staff of the Licensee.

6.17. Handing over of Premises on expiration/termination of the Agreement

Upon expiration or termination of this Agreement the Licensee shall immediately vacate the Food Plaza & Hotel and shall deliver the vacant possession of the Food Plaza & Hotel to the RMC along with the fixtures and fittings therein in good condition. In default, the RMC shall be entitled to enter and take possession of the Food Plaza & Hotel and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damages, and all expenses incurred in connection therewith, shall be deducted by the RMC from the sale proceeds or from the Security Deposit or outstanding dues of the Licensee.

6.18. Compliance of Instructions

The Licensee shall comply with any other instructions issued by the RMC from time to time as may be necessary to ensure better services.

7. Right to resume the possession of Food Plaza & Hotel

RMC reserves the right to resume the possessions of the Food Plaza & Hotel if required for the purpose of serving people at large.

8. ARTICLE 9 PERFORMANCE LEVEL GUARANTEE COMPLIANCE

- 8.1. The Licensee hereby undertakes and represents that it shall adhere to the Scope of Work as determined in RFP and the 'Desired Performance Levels' as determined in the RFP at all time during the Term of the Agreement.
- 8.2. The Licensee undertakes and agrees that in the event that the 'Desired Performance Levels' are not complied with, then RMC has the right to impose service level penalties (Penalties) on the Licensee as also set forth in **this agreement.**
- 8.3. Without prejudice to the generality of the above Article 8.2, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by RMC is irrevocable and undisputed & that the Licensee shall not have any right whatsoever to pre-empt RMC from claiming Penalties automatically as and when there are performance level defaults by the Licensee.

9. ARTICLE 10 THIRD PARTY CONTRACTORS AND PROHIBITION OF SUB-LETTING

- 9.1. The Licensee shall not sublet, transfer or assign this Agreement or any part thereof. However, the RMC appreciate that for a license of this nature, the Licensee may have to take services of various suppliers of materials, goods etc. The Licensee may appoint such third party contractors for supply of goods and materials, whose details should be disclosed to the RMC. It is agreed by the parties that no other appointment of third parties by the Licensee shall be permitted.
- 9.2. For the purposes of this Agreement, the prohibition of sub-letting, transfer or assignment shall be deemed to include but not limited to the following:
- (a) The Licensee shall not delegate or sub-delegate the performance of any of the services under the license except as permitted in this Agreement.
- (b) The Licensee shall not sublet, transfer, assign or allow any entity, personnel or corporation the benefits of this Agreement.
- 9.3. If third parties are appointed pursuant to Article 9.1 under this Agreement, then the Licensee shall at all times remain principally liable towards the RMC and that there shall be no exception to their liability under this Agreement. The Licensee will also remain at the sole point of contact regarding all the services during the Term of this Agreement.
- 9.4. If the RMC at any point of time expresses any concerns to the Licensee regarding any third party sub-contractor (appointed under Article 9.1), then the Licensee will comply with the requirements of the RMC forthwith; which may include the direction by the RMC to remove the said sub-contractor, etc.

10. ARTICLE 14 INSURANCE & INDEMNITIES

- 10.1. During the Term of this Agreement, the Licensee will obtain and maintain at its own expense,

adequate insurance with regards all its obligations under this Agreement including insurance for workers compensation, life insurance, health insurance, accident & risk insurance, etc. for employees including the catering staff of the Licensee. The Licensee hereby agrees and confirms that RMC shall not be responsible in any manner whatsoever towards claims of the personnel, employees, directors, etc. of the Licensee.

- 10.2. The Licensee agrees to indemnify, hold harmless and defend RMC from any and all losses, claims, actions, damages, liabilities, costs and expenses, including attorneys' fees that may be claimed upon or incurred by RMC due to breach or violation or non-compliance of the terms of this Agreement by the Licensee. The aforesaid indemnity granted by the Licensee can be invoked by RMC at any time during the tenure of the Agreement and the Licensee shall comply without any delay, protest or demur.
- 10.3. The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the RMC from and against all payments made under the provision of the said Act or law including all costs
- 10.4. In case the Licensee suffers any loss on account of it being restrained by the RMC or any competent authority for indulging in illegal activities or any contravention of law, the RMC shall not be liable to pay any indemnification/compensation to the Licensee. RMC shall bear no liability in case of loss/damage to the licensee's moveable/immovable property, if any, due to accidents.
- 10.5. The Licensee shall, at all times indemnify the RMC against all claims and penalties which may be suffered by the RMC or its employees by reason of any default on the part of the Licensee or its staff in due observance and performance of provision of:
- (a) Workmen's Compensation Act –1923
 - (b) Employment of Children's Act, 1938 and
 - (c) Any other relevant laws

11. ARTICLE 15 EVENTS OF DEFAULT/ MATERIAL BREACH

- 11.1. The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Licensee:
- (a) If the Licensee fails to start catering service and hotel services within three (3) months from the Commencement Date as defined in Article 1.1 of the License Agreement.
 - (b) If the Licensee fails to provide satisfactory services as under the License; or
 - (c) If the Licensee fails to adhere to the desired Performance Levels as determined by RMC at any time during the term of this Agreement; or

- (d) If the RMC receives persistent complaints against the Licensee from the passengers or otherwise;
or
- (e) If the Licensee fails to pay license fee along with interest, if any, to the RMC on or before due dates; or
- (f) If the Licensee engages in corrupt or fraudulent practices in execution of catering services under the Agreement; or
- (g) If the Licensee fails to provide any information/record within the prescribed time as may be demanded by the RMC from time to time; or
- (h) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the RMC.

12. ARTICLE 16 PENALTIES

The penalty (ies) that may be levied by the RMC on the Licensee in any of the instances mentioned in Article 11 shall include but not limited to the following:

- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Licensee; and/or
- (b) To annul the license and forthwith terminate the License Agreement; and/or
- (c) Debar the Licensee from participating in the future similar contract/ license of the RMC for a period to be determined by RMC.

13. ARTICLE 17 TERMINATION

- 13.1. If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing a notice for termination upon such confirmed events having taken place.
- 13.2. The parties agree that 'Material Breach' for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the desired Performance Levels' and/or the delay in achieving the Commencement Date by one (1) month from the agreed date (i.e. [•]) and/or non-payment of the minimum license fee by the Licensee in accordance with the provisions herein contained and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.
- 13.3. RMC shall also have, without prejudice to other rights and remedies, the right, in the event of 'Material Breach' by the Licensee of any of the terms and conditions of the contract, or due to the Licensee's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the License at the 'risk and cost' of the Licensee or in the manner RMC deems fit. The decision of the RMC about the breach/ failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.

13.4. Notwithstanding the provisions of Article 13.1 above, RMC or the Licensee may terminate this Agreement without assigning any reason to the Licensee / RMC by giving 3 (three) months prior notice in writing to the Licensee / RMC.

13.5. In the event that the Agreement is terminated by either party pursuant to Article 13.1 or by RMC under Article 13.4, then the undisputed payments accruing to RMC shall be due and settled in accordance with the terms of the Agreement until the effective date of termination.

14. ARTICLE 18 CANCELLATION/ WITHDRAWAL/ NON-OPERATION OF THE FOOD PLAZA & HOTEL AND REFUND OF LICENSE FEE

14.1. In the event of permanent cancellation/withdrawal/non-operation of the FOOD PLAZA & HOTEL service this Agreement shall be terminated without any notice or assigning any reason to the Licensee. In such an event the License Fee shall be refunded to the Licensee on pro-rata basis.

14.2. Except as otherwise provided in this Article, the Licensee shall not make any claim for any consequential loss of business/damages due to permanent cancellation/withdrawal by the RMC.

15. Force Majeure

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the RMC with reasonable evidence thereof. In such event of force majeure, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational.

16.. Execution of the Agreement

This Agreement shall be executed/entered only with the Licensee on a non-judicial stamp paper of Rs. 100/- and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Licensee.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

RMC

LICENSEE

By:

By:

Title

Title

Date:

Date:

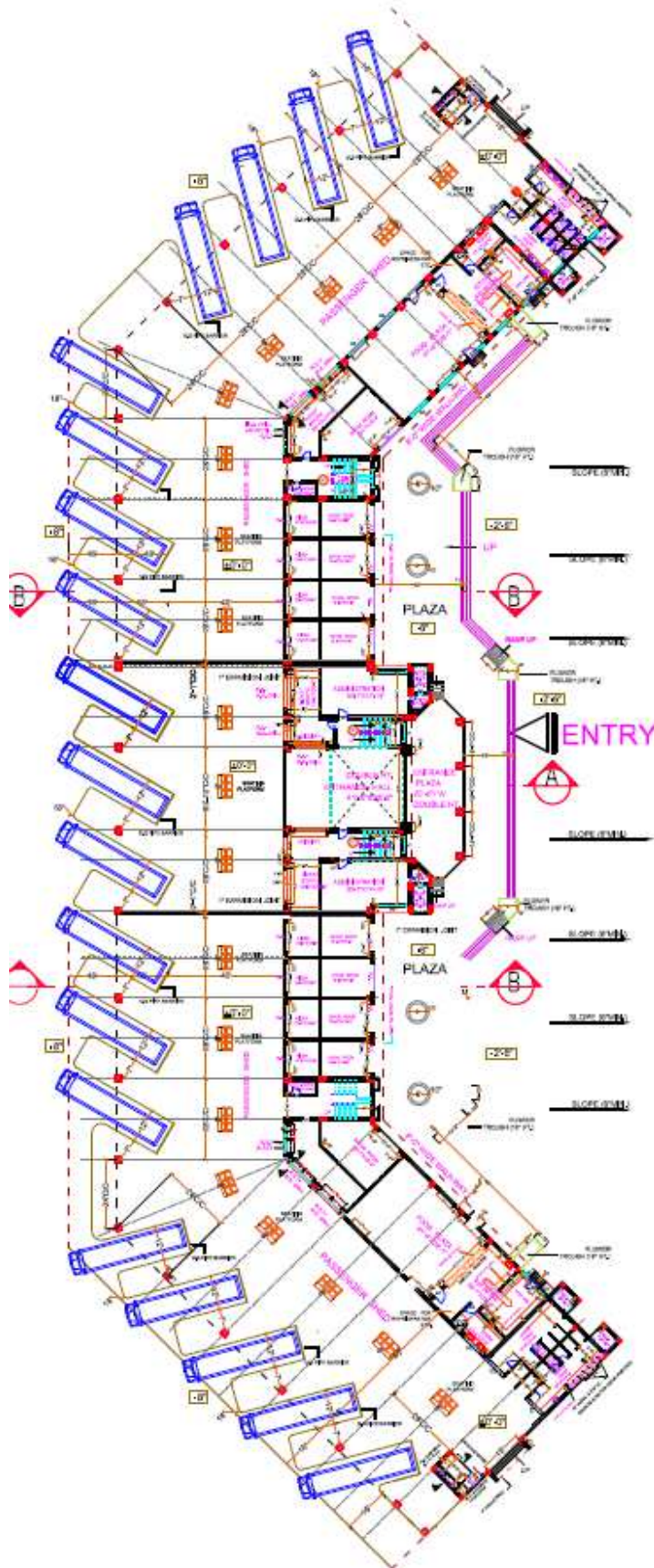
IN WITNESS OF

Schedule 1: Scope of work

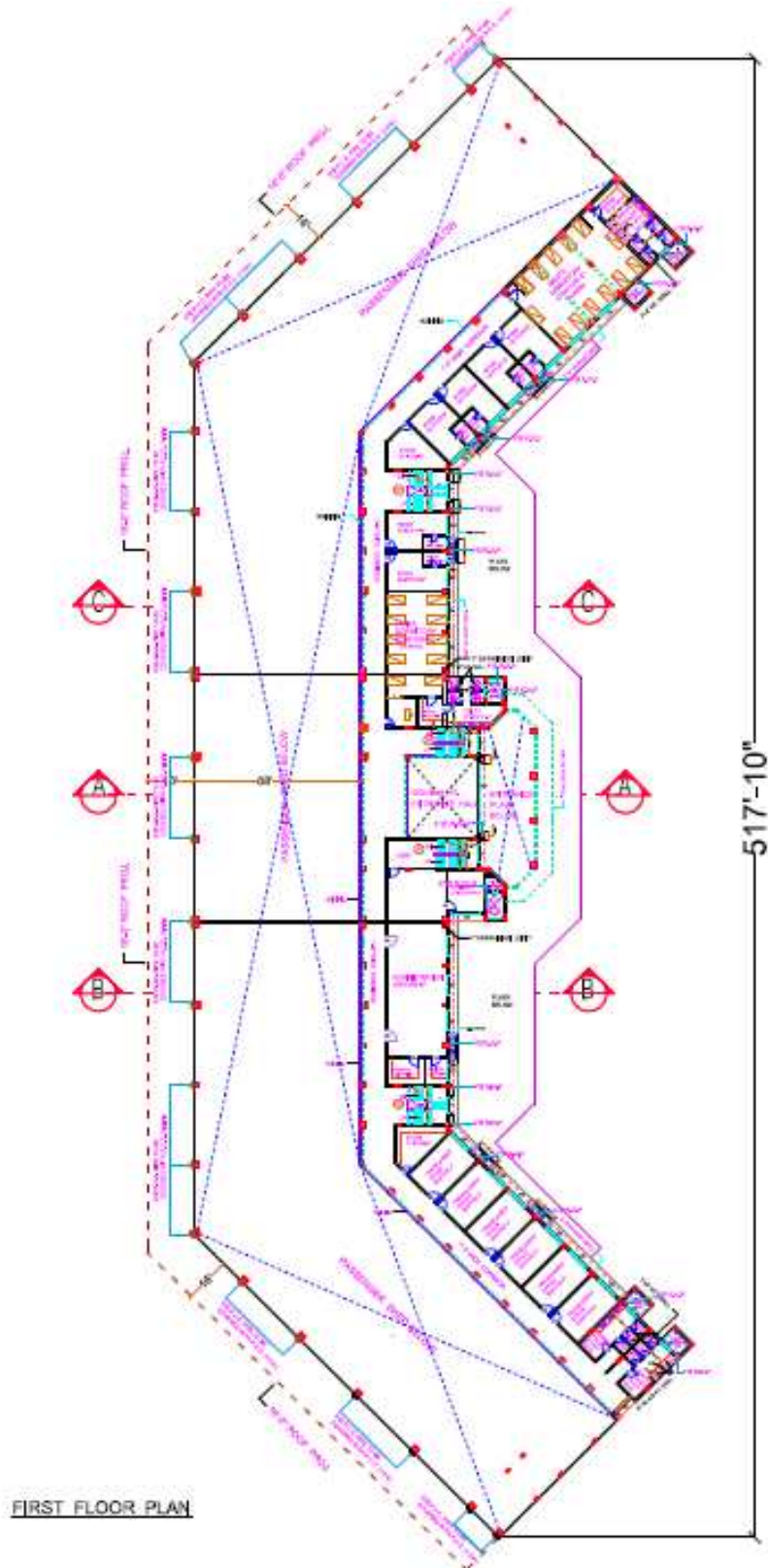
Scope of work of RFP to be appended here

Schedule 2: Details of Khadgara Bus stand . terminal in and its premises under scope

Ground Floor :



First Floor



Schedule 3: Specification of furnishing to be done by the selected bidder

To be appended before signing of agreement.

Schedule 4: List of physical assets to be procured and provided by the selected bidder and their specification

To be appended before signing of agreement.

Schedule 07: Financial proposal of the Selected Bidder

To be appended before execution of agreement

Schedule 08: Letter of Award issued

To be appended before execution of agreement

Schedule 09: Final Request for Proposal document No. _____, dated _____

To be appended before execution of agreement

Schedule 10: Addendum / corrigendum to the RFP No. _____, dated _____

To be appended before execution of agreement