

REQUEST FOR PROPOSAL**FOR****LEASING OF****Restaurant with Kitchen in****Khadi Mall, 3rd Floor, East Gandhi Maidan, Patna,****Bihar****Tender Notice No.: 359,..... Patna Dated: 27/11/2024****NAME OF FIRM**

November 2021

**Bihar State Khadi and Village Industries Board, Patna
(A Govt. of Bihar Undertaking)****7th Floor, Khadi Mall Building, East Gandhi Maidan, Patna-800004
Phone No. 9431342557, Email id: kvibpatna@gmail.com
Website: www.industries.bih.nic.in; www.kvibbihar.com**

TABLE OF CONTENTS

Disclaimer and Confidentiality.....	3
NIT.....	5
Term Sheet.....	6
SECTION 1: Instructions to Bidders (ITB)	
1.1 Background.....	11
1.2 Brief description of Restaurant Spaces:.....	11
1.3 Details of Restaurant Spaces.....	12
1.4 Authority.....	13
1.5 Leaser and Authorized Signatory for Leaser.....	13
1.6 Request for Proposal (RFP).....	13
1.7 Eligibility Criteria.....	14
1.8 Earnest Money Deposit (EMD).....	15
1.9 Security Deposit.....	15
1.10 Fraud and Corruption.....	15
1.11 Preparation of The Proposal.....	17
1.12 Submission, Receipt and Opening of Proposals.....	18
SECTION 2: Evaluation, Award and Signing of Agreement	
2.1 Overview of Selection Process.....	19
2.2 Evaluation of eligibility.....	20
2.3 Award of Lease and Signing of Lease Agreement.....	20
SECTION 3: Key Clauses of Lease Agreement	
3.1 Breaches/Surrender/Termination of Lease Agreement.....	22
3.2 Force Majeure.....	23
3.3 Indemnity and Insurance.....	23
3.4 Prohibited activities at Khadi Mall, BSKVIB Bihar:.....	24
Bid Application Forms.....	25
Annexure I: Form No. 1.....	26
: Form No. 2.....	28
: Form No. 3.....	29
: Form No. 4.....	30
: Form No. 5.....	31
: Form No. 6.....	32
: Form No. 7.....	33
Abbreviations.....	34

Disclaimer and Confidentiality

This document has been prepared by **Bihar State Khadi and Village Industries Board (BSKVIB), Department of Industries**, Government of Bihar, solely for the purpose of providing information to potential Applicants. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of BSKVIB.

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

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

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

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

477

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

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

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

BSKVIB may also withdraw or cancel the RFP at any time without assigning any reasons thereof. BSKVIB reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever. BSKVIB reserve a right to call for any document in supporting of documents submitted by applicants

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

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

1478

Tender Notice No. 359

Sealed and separate tenders are invited from eligible applicant for 'Leasing of Restaurant with Kitchen in Khadi Mall, 3rd Floor, East Gandhi Maidan, Patna, Bihar'.

EMD	Cost of Tender Document	Last Date of Receiving bid	Date of opening bid
Rs. 100000.00	1000/-	23.12.2021 Up to 2.00 pm	23.12.2021 at 4.00 pm

The tender document can be obtained from the above mentioned Bihar State Khadi & Village Industries Board, Patna office of the undersigned, during office hours on any working day from date **10.12.2021** to **23.12.2021** by paying the cost of tender document through cash or bank draft in favour of Bihar State Khadi & Village Industries Board, Patna.

The tender document can also be downloaded from under the icon "Tenders" on the website of the Department of Industries (www.Industries.bih.nic.in) and www.kvibbihar.com. If the document is downloaded from the abovementioned websites, the demand draft for the amount payable towards the cost of the document should be enclosed with the technical proposal of the tender document. Any subsequent notification changes and amendments shall be posted only on the aforesaid websites.

The bidding will be conducted in accordance with Single Stage, Two Envelop Bidding Procedure, based on the evaluation and qualification criteria as per details mentioned in the RFP.

Bidder shall submit one large envelope containing two separate sealed envelopes.

Part –I Bid Eligibility document containing prequalification details Scribed as **Bid Eligibility documents** with Tender Notice No on the envelop, along with EMD.

The cost of Tender and EMD shall be in the form of Demand Draft drawn in favour of "Bihar State Khadi & Village Industries Board, Patna and

Part –II Financial Bid (in separate envelope) containing only the rates related to tender documents, scribed as Financial Bid with Tender Notice No. on the Envelop.

The tender shall be received at Bihar State Khadi & Village Industries Board, Patna up to **23.12.2021** before **2.00 pm** the technical proposal of the tender shall be opened on same day. The date of opening of financial bid shall be communicated after scrutiny of technical proposal. The financial bid of only those bidders who qualify in technical proposal shall be opened.

For any further clarification regarding the submission of tender, please contact the undersigned at the above-mentioned address. The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.

26.11.2021
Chief Executive Officer

Bihar State Khadi & Village Industries Board, Patna.

Term Sheet

#	Head	Details				
1	Cost of Bid document	1000/-				
2	Sale/availability of Tender document	10.12.2021 onwards till opening of bids. Applicants can download the Notice Inviting Tender (NIT) and Request For Proposal (RFP) document from www.kvibbihar.com , www.Industries.bih.nic.com				
3	Units available for bidding	Restaurant with Kitchen on 3rd floor Khadi Mall, Bihar State Khadi & Village Industries Board, Khadi Mall, East Gandhi Maidan, Patna – 800 004 <table><tr><th>Restaurant Particulars</th><th>Covered* Area (Sq. ft)</th></tr><tr><td>RESTAURANT</td><td>1581.540</td></tr></table> <i>Note: The entrance for the restaurant shall be from the Khadi Mall during the Mall Opening Hours (11 am to 10 pm). The exit and entry will be from back gate of the building after the Mall Closing Hours.</i>	Restaurant Particulars	Covered* Area (Sq. ft)	RESTAURANT	1581.540
Restaurant Particulars	Covered* Area (Sq. ft)					
RESTAURANT	1581.540					
4	Lease Period	The Lease period shall be initially for 03 (Three) years and thereafter it will be renewed for further 3 (Three) years with an enhancement of 15% of the Lease Fee. After 6 (Six) years, the renewal will be only on the approval of lesser.				
5	Reservations (Fixed Parameters)	<i>Restaurant shall be reserved to serve only Vegetarian Food and Indian food</i>				
6	Eligibility Criteria	<i>Applicants are requested to refer clause 1.7 for details and instructions.</i>				
7.	Bid system	Single Stage Two Envelope System				
8	Method of Selection	Highest Financial Proposal				
9	Minimum Rent	<i>Financial Proposal should be at least Rs. 75,000.00 per month. Below the estimated cost proposal will be disqualified.</i>				
10	Common area Maintenance (CAM) and Electricity Charges	CAM and security charges will be capped extra and, in no case, shall exceed ten (10) percent of the quoted value at per month basis. This will be decided mutually at the time of LOI. Electricity charges to be payable separately as per actual consumption of individual Lessee / lease area. Or as per separate meters installed by the selected Applicant.				
11	Eligibility Assessment	Eligibility documents will be evaluated on the basis of documents submitted by the bidders. All the documents evaluated shall be duly				

1474

Term Sheet

#	Head	Details
		allowed to participate in opening of financial bid.
12	Name and Address where queries / correspondence concerning this request for proposal is to be sent	Bihar State Khadi and Village Industries Board, Patna (A Govt. of Bihar Undertaking) 7th Floor, Khadi Mall Building, East Gandhi Maidan, Patna-800004 Phone No. 9431342557, Email id: kvibpatna@gmail.com Website: www.industries.bih.nic.in; www.kvibbihar.com Contact person for inspection of premises- Shri Ramesh Choudhary, Mobile.No-9431342557
13	Earnest Money Deposit (EMD)	All Applicants shall submit EMD of Rs. 1,00,000/- (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque to the bank account as per bank details provided in the term sheet. EMD to be submitted along with proposal submission and shall remain valid for a period of 90 days beyond the final proposal/bid validity period. EMD will not bear any interest payable by Board to the successful Applicant/lessee. Exemption of EMD will only be given to MSME registered Bidders.
14	Address where Applicants must submit Sealed Proposal	Addressed to: Chief Executive Office, Bihar State Khadi & Village Industries Board, 7th Floor, Khadi Mall Building, East Gandhi Maidan, Patna-800004 To be dropped in the Proposal Drop Box placed at Bihar State Khadi & Village Industries Board, Patna – 800 004
15	Validity of proposal	180 days from due date of Submission of Proposal.
16	Letter of Intent (LoI) to successful applicants	To be communicated later
17	Security Deposit (SD)	Successful Applicant shall submit Security Deposit (SD) equivalent to 5% of Lease Fee of lease agreement period within 7 days from the date of LOI SD shall be submitted through Demand Draft/Banker's Cheque/ Bank Guarantee in the name of Lessor / RTGS/NEFT to the bank account as

2

3minko

Term Sheet		
#	Head	Details
		per bank details provided in the term sheet. Security Deposit should remain valid for a period of 90 days beyond the date of expiry of Lease period. SD to be submitted by the Applicant before signing of Lease Agreement. SD will not bear any interest payable by the Authority/Lessor to the successful Applicant/lessee. <i>Applicants are requested to refer clause 1.9 for details and instructions.</i>
18	Signing of Lease Agreement	Within 15 working days from date of receipt of full payment of Advance Lease Fee along with applicable taxes, GST, other charges and interest free Security Deposit (SD) as stipulated in the Letter of Intent (LOI). Any deposits or advance paid by the lessee shall not bear any interest payable to the lessee.
19	Mobilization Period	The lessee shall be allowed Fifteen (15) days of Lease fee free Mobilization period for completion of fit-out works. Mobilization period shall commence from the date of takeover of Possession of Leased Agreement by the lessee or date as specified in the Letter of Intent (LOI).
20	Commencement Date (of Lease Period)	The commencement date of Lease Period shall be 15th day from date of signing of Lease Agreement and the date of commencement of Lease Fee shall be same date.
21	Sub-Leasing/sub-letting	No sub-Leasing/sub-letting is allowed.
22	Payment Terms	Cumulative Lease fee and applicable Taxes for the complete quarter shall be paid quarterly one month in advance before commencement of every quarter. An escalation of 10% per year shall be applicable over the Lease Fee paid for the immediately preceding year.
23	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the agreement on LOI.
24	Statutory documents and approvals	Lessee shall obtain all due permits, necessary approvals, Leases Clearances and sanctions including food selling Licence from the

57

3minha

2422

Term Sheet		
#	Head	Details
		competent authorities for all activities before Commencement of Operation.
25	Commencement of Operations	The lessee shall commence operation from "Commencement Date" as defined in the Term Sheet.
26	Exit by Lessee	The Lessee cannot terminate or Exit from the Lease Agreement for one (1) year (i.e. twelve month) from the date signing of the agreement. In case of breach of any commitment including delay or non-payment of lease fee by the lessee, complete advance Lease Fee by the lessee shall be forfeited. In such case, interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc., subject to agreement conditions. Post completion of one (1) year of Lease term from the date of signing of the Lease agreement, the Lessee may terminate or exit the Lease agreement by giving advance 90-day notice during the Lease period, subject to fulfilling all conditions of Lease agreement; in such case the Interest free balance Lease fee (for the remaining months of the Lease year post completion of 90-day notice period) and interest free SD will be refundable after deduction of applicable dues/arrears/damages etc., subject to agreement conditions.
27	Pre-mature Lease Termination or Breach of Lease Agreement	In case the Lessee abandons the Leased space or terminates/exits Lease agreement without giving 90-day notice period to the Lessor or cancellation of Lease Agreement due to breach of agreement terms and conditions by lessee, complete advance Lease Fee and Security Deposit paid by the lessee shall be forfeited. <i>Applicants are requested to refer clause 3.1 for details and instructions.</i>
28	Clauses on fraud and corruption in the Contract:	<i>Applicants are requested to refer clause 1.10</i>
29	Public Premise	Property of Bihar State Khadi & Village Industries Board, Khadi Mall, Patna, Industry Department is Public Premise under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended from time to time
30	Conversion factor	Conversion factor considered for area conversion between square meter

32

Brink

Term Sheet		
#	Head	Details
	for Leased	(sqm) and square feet (sq. ft) shall be as under: 1 sqm = 10.76 sq. ft or 1 sq. ft = 0.093 sqm
31	Details for Demand Draft	Demand Draft shall be made in favour of Bihar State Khadi & Village Industries Board, issued by one of the nationalized/Scheduled Banks, payable at Patna.

BR

Zannu

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

- 1.1.1. Khadi Bhawan (Mall), Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna is a modern and integrated facility developed by DEPARTMENT OF INDUSTRY, Govt. of Bihar to support and Handicraft sector of Bihar and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Bihar region.
- 1.1.2. The complex has been developed over a contiguous land of approx. 1 acre approx., at Gandhi Maidan, Patna Bihar. The project encompasses a developed area of approx. 50,000 sq. ft, with sub-components including Khadi Mall, Food Kiosks, Restaurants, Marts / Offices, parking facility for more than 50 cars, space for cultural and social functions, Khadi and Handicraft Exhibitions.
- 1.1.3. The state of the art facilities offered at Khadi Bhawan, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna, are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.

1.2 Brief description of Restaurant Spaces:

- 1.2.1 The project strategically offers requisite facilities for improving Visitor experience and their retention for longer period. Restaurants are envisaged to offer specialized fine dining experience in the Khadi Bhawan, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna at Bihar.
- 1.2.2 The complex offers of Restaurants on the third floor with the areas as listed below:
1) Restaurant-with Super Built-up area of approx. 90 sqm covered area and terrace space over 200 sqm with attached toilets.
- 1.2.3 Kitchen shall be provided bore shell with drainage and water connections. Indoor Restaurant will be provided with few furniture and wall panelling. Only wall graphics need to be added by the lessee outdoor area will be provided with tiling and wall finishes.
- 1.2.4 Lessee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite any other thing as per requirement at its own cost.

For info

1.3 Details of Restaurant Spaces

1.3.1 Restaurants are located on the third floor of Khadi mall.

1.3.2 Details of Restaurant Spaces

Restaurant Identification Number	Covered* Area (Sq. ft)
RESTAURANT	1581.540

- Covered area includes Restaurant, Kitchen and Amenities available to selected Applicant
- Details of available furniture in Restaurant Spaces**

Only the few furniture for indoor space of Restaurant will be provided.

The area of kitchen for each restaurant space is allocated in proportion of respective restaurant size.

NOTES:

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

Note-2: Applicant shall submit only one proposal for Leased space under this RFP.

Note-3: In addition to Lease fees, applicable electricity and common area maintenance (CAM) and security charges shall be paid by Lessee,

Note-4: The selection shall be done based on highest price quoted by the Applicants for respective Restaurant space, in a transparent bidding process,

Note-5: Lease Fee shall be worked out on total area as indicated in clause no 1.3.2 in RFP.

Note-6: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Board/ Department of Industry, Govt. Of Bihar, shall be final and binding.

Note-7: The Lease is offered on basis of "as is where is basis". On this area the successful Applicants are expected to carry out all works/temporary fitouts, as needed for operation of Restaurant on its own cost. No additional civil work shall be carried out by Khadi Board. It is expected that bidders shall inspect the premises before bidding. No request for construction fabrication post bid shall not be accepted. (Contact no for Inspection of premises- Shri Ramesh Choudhary, Mobile.No-9431342557)

Note-8: Interest free Security Deposit as stipulated in the RFP and one quarter - advance Lease fee shall be deposited as per the schedule indicated in LoI, before signing of Lease Agreement.

Note-9: All services for connectivity like lease lines / broad band / internet / telephone lines to be procured by the Lessee.

Note-10: Parking- parking facilities are available as part of overall parking for Khadi Bhawan, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna.

27

Brinha

468

1.4 Authority

- 1.4.1 For the purpose of this RFP, Authority/ Board shall mean BSKVIB under the, Department of Industry, Government of Bihar.

1.5 Lessor and Authorized Signatory for Lessor

- 1.5.1 "The Lessor" means CEO, BSKVIB, though, Department of Industry, Government of Bihar. as an authorized signatory

1.6 Request for Proposal (RFP)

- 1.6.1 The Authority invites sealed proposal in prescribed formats from eligible Applicants ("Applicants") for Leasing of the Restaurant spaces.

✓

Amnha

1.7 Eligibility Criteria

1.7.1 Applicant shall meet following minimum eligibility criteria:

#	Criteria	Supporting Documents
1	The tenderer should be company registered under Companies Act or a proprietorship firm or partnership firm or LLP or society competent to enter into contract for Lease as per Indian Law being registered for minimum 3 years on the date of tender,	Incorporation Certificate, Partnership Agreement, or any other registration related documents
2	Applicant should have experience of minimum three years <u>as single entity or lead partner in Joint Venture/Consortium</u> in any of the similar businesses, namely, hotels, restaurants, cafes, takeaways, Catering or canteens	Client Certificate/ Work-order for the orders and Invoices of same orders and payment receipt proof of the said orders/ Audit report clearly mentioning eligible business supported by CA certificate.
3	The tender should have average annual turnover of INR 50 lakhs during the last three financial <u>years</u> i.e. <u>FY 17-18, 18-19 and 19-20</u>	1. Audit report and 2. Income Tax Return 3. CA Certified (For years-F.Y-2017-18,2018-19,2019-20)
4	The Tenderer should not have been blacklisted as agency of the same or similar goods or services by any Department of the Government of India/ State Government/ Local bodies/Public Sector Undertakings (PSUs) <u>as on bid submission date.</u>	Affidavit for the NON-Blacklisting.
5	The Tenderer should be registered under the GST regime.	GST Certificate

1.8 Earnest Money Deposit (EMD)

- 1.8.1 Proposal should necessarily be accompanied by an **Earnest Money Deposit for an amount of Rs. 1,00,000/-** (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of Ninety (90) days beyond the final proposal/bid validity period.
- 1.8.2 Exemption of EMD will only be given to MSME registered bidders.
- 1.8.3 EMD will not bear any interest payable by the Authority to the successful Applicant/lessee.
- 1.8.4 EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 90th day after the award of the contract.
- 1.8.5 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
 - a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
 - b) if the successful Applicant fails to execute the Lease Agreement within the stipulated time.

1.9 Security Deposit

- 1.9.1 Successful Applicant shall submit **Security Deposit (SD) Equivalent to 5 % of Lease Fee** for the Lease term. Security Deposit (SD) shall be submitted through Demand Draft/Banker's Cheque / Bank Guarantee in the name of Leaser /RTGS/NEFT to the bank account as per bank details provided in the LOI. Security Deposit should remain valid for a period of Ninety (90) days beyond the date of expiry of Lease period.
- 1.9.2 SD to be submitted by the Applicant before signing of Lease agreement. SD shall not bear any interest payable by the lessor to the successful Applicant/lessee. EMD will be refunded to the successful bidder on receipt of Security Deposit.
- 1.9.3 Exiting from Lease agreement after payment of Security Deposit even without taking possession of built-up Restaurant Spaces shall lead to forfeiture of Security Deposit and all other payments made.
- 1.9.4 In case the lessee causes any physical damages to the property of the lessor or has any undue payments, the lessor shall have discretionary rights to execute the repair of damages and recover the amount from the lessee or adjust the equivalent amount from the submitted Security Deposit.
- 1.9.5 In case of death of lessee, legal heir shall be responsible for the Leased space. On expiry of the Lease the unadjusted balance of Security Deposit and advance deposits shall be returned / refunded to the legal heir of the lessee after adjustment of dues, if any.

1.10 Fraud and Corruption

- 1.10.1 Client requires the applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Authority defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;
 - b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;

- 1465
- c) "collusive practices" means a scheme or arrangement between two or more applicants, designed to influence the action of any party in Lease agreement.
 - d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the applicant selection process, or affect the execution of a contract; and

1.10.2 Authority shall reject a proposal for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

24

30mh.

1464

1.11 Preparation of The Proposal

- 1.11.1 Applicant can submit only one proposal, clearly mentioning RFP title on Outer and inner envelopes.
- 1.11.2 In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.
- 1.11.3 The proposal shall be in English language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be signed by the initial of the person(s) who had signed the proposal. The authorized representative of the applicant shall initial in original on all pages of the Key Submissions along with proposal documents.

a) Applicant's proposal shall consist of following 2 (Two) separate sealed envelopes –

Envelope-1	Details to be mentioned on envelop: 1. Eligibility Documents 2. Title of RFP: "RFP for Leasing of Restaurant spaces in Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna" 3. Name, Address and Contact of Applicant Enclosures: Original Form 1, Form 2, Form 3, Form 5, Form 6 Form 7, Declaration of Not blacklisting certificate in tenderer's letterhead and EMD
Envelope-2	Details to be mention on envelop: 1. Financial Proposal 2. Title of RFP: "RFP for Leasing of Restaurant spaces in Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna" 3. Name, Address and Contact of Applicant Enclosures: Original Form 4 (Financial Proposal) only.

- b) The applicant shall submit Original bound document in the envelope.
- c) EMD shall be submitted in the form of Account Payee Demand Draft/Banker's Cheque.
- Borinhe

- 463
- d) Both the envelopes shall be sealed in a single outer envelope mentioning following:

Main Outer Envelope	1. RFP Title "RFP for Leasing of Restaurant spaces in Khadi Mall, Patna 2. Name, Address and Contact of Applicant The envelop shall be addressed to Chief Executive Officer, Bihar State Khadi & Village Industries Board, 7th Floor, Khadi Mall Building, East Ghandi Maidan, Patna-800004
---------------------	---

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

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

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

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

1.12 Submission, Receipt and Opening of Proposals

1.12.1 Proposals must be delivered at the indicated addresses on or before the time and date stated in this RFP, or any new date extended by Authority. Proposals would be opened as per schedule mentioned in Term Sheet.

462

SECTION 2: Evaluation, Award and Signing of Agreement

2.1 Overview of Selection Process

- 2.1.1 The proposals received for '**Leasing of Restaurant Spaces**' for Restaurant space shall be evaluated according to eligibility criteria and financial proposal of eligible Applicant; and the space shall be allotted to eligible Applicants solely on the basis of highest ranking as per financial proposal of eligible applicant.
- 2.1.2 Applicants need to clearly indicate the Tender (RFP) Title Outer Envelope and Inner Envelops of proposal as per details in clause 1.11.
- 2.1.3 Bids will be opened by Bid Opening Committee on the scheduled date, time and at the venue indicated in the Term Sheet or as amended later, in presence of bidders who wish to attend the bid opening.
- 2.1.4 **Envelop-1** will be opened first and shortlisting of eligible Applicants will be done based on receipt of requisite forms, documents and EMD as per pre-qualification. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.
- Enclosures of Envelop-1 should not include the financial proposal, in case the financial proposal is included in Envelop 1, the proposals of such applicant shall be declared nonresponsive and shall stand cancelled.
- 2.1.5 **Envelop-2** (Financial Proposal) of eligible Applicants shall be opened. Eligible Applicants shall be ranked as per highest Lease fee quoted (**as per Form-4**) above the reserve price.
- 2.1.6 Applicant having highest financial proposal (Lease fee quoted per sq. ft per month, as per **Form-4**) shall be identified as successful applicant.
- 2.1.7 From the time the proposal is opened till the time Applicant is invited for allocation / allotment (shall be communicated through LOI / notice by the Authority), the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/Lease may result in rejection of the applicant's proposal.
- 2.1.8 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.
- 2.1.9 At the time of prequalification evaluation of tender, evaluation Committee may ask for any documents (submitted or not submitted) for ascertaining eligibility of the bidder if it thinks fit in public interest. However, only those documents will be considered for evaluation which is issued on or before the last date of submission of tender.
- Zinha

2.2 Evaluation of eligibility

2.2.1 Evaluation of Eligibility of the Applicant

- a) Documents would be checked for adherence with the prescribed criteria.
- b) By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this RFP.

2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if

- a) It is received by the proposal within Due Date including any extension thereof;
- b) It is accompanied by the EMD in accordance with the proposal document;
- c) It is signed, sealed, bound and marked (tender title, name of applicant and submission address) as stipulated in this RFP document;
- d) It is accompanied by separately sealed financial proposal;
- e) It contains all the information (complete in all respects) as requested in the RFP;
- f) It does not contain any condition or qualification;

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

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

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

2.3 Award of Lease and Signing of Lease Agreement

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

2.3.2 Successful applicant shall execute the Lease Agreement within one week of the issue of LoI or within such further time as the Authority may agree in its sole discretion. Agreement shall be signed after receipt of **advance Lease fee** of 3 months by the Authority/ lessor and **Security Deposit** in the manner prescribed herein.

2.3.3 Failure of the Successful Applicant to execute the contract agreement, submit Security Deposit and advance Lease fee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.

2.3.4 The lessee shall operate the Leased space as per the reservation / fixed parameter, if any, defined in the Term Sheet of this RFP.

2.3.5 The lessee shall bear all the payments towards stamp duty for registration of Leased space required for the execution of Lease agreement in pursuance of this Bid.

2.3.6 The lessee shall indemnify the lessor from all claims that may arise from the statutory authorities in connection with the Lease Agreement.

2.3.7 The lessee shall operate, maintain, market, manage and transfer back the Leased space during the Agreement Period at its own cost.

2.3.8 Lessee shall obtain required additional furniture & fixtures, kitchen equipment, minor civil work and repairing various requisite Leases etc. at its own cost.

2.3.9 The lessee shall procure and maintain requisite insurance for its Leased space at its own cost.

2.3.10 The lessee shall not store/ sell any illegal/ prohibited products/ items.

3

3rinka

- 1450
- 2.3.11 The lessee shall operate the Leased space as per applicable laws and obtain required clearances.
- 2.3.12 The lessee shall bear cost to any loss or damage caused to the property by the lessee.
- 2.3.13 In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, Letter of Intent and the Lease agreement, the Lease agreement may be decided for termination after providing lessee to represent its case.
- 2.3.14 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding/Selection/Allotment Process and/ or amend and/ or supplement the Bidding/Selection/Allotment Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to BSKVIB by, on behalf of, and/ or in relation to any Applicant; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.



Borinha

SECTION 3: Key Clauses of Lease Agreement

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

3.1 Breaches/Surrender/Termination of Lease Agreement

3.1.1 Surrender of Lease Agreement by giving advance 90 days' notice.

3.1.2 Breach of Lease Agreement/ Lessee's Events of Default: Following shall be considered as Material Breach of the Lease Agreement by Lessee resulting in Lessee's Events of Default:

- (a) If the Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of Lease Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Lessor without any contributory factor of the Lessee.
- (b) If the Lessee fails to pay Lease Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Lessee to the Lessor by the stipulated date.
- (c) If the Lessee makes any change in ownership of Lease by sale, merger or acquisition.
- (d) If the Lessee during pendency of the Lease Agreement becomes insolvent or is put under receivership by a competent court.
- (e) If the Lessee is in persistent non-compliance of the written instructions of officials authorized by the Lessor.
- (f) If the Lessee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Lessor.
- (g) If the Lessee is in violation of any of the other clauses of Lease Agreement and after three written notice (unless otherwise specifically mentioned therein) from the Lessor fails to cure the Default to the satisfaction of the Lessor.
- (h) If any representation made or warranties given by the Lessee under this Agreement is found to be false or misleading.
- (i) If the Lessee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Leased Restaurant Space, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Lessee.
- (l) If any petition for winding up of the Lessee has been admitted and liquidator or provisional liquidator has been appointed or the Lessee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Lessor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lease under this Agreement. If the Lessee has abandoned the Leased Restaurant Space for more than 30 days without written approval from the Lessor or his/her appointed representative.
- (m) If the Lessee is found to be violating the list of banned/prohibited usage as per clause 3.4

32

3minha

3.2 Force Majeure

3.2.1 Neither the Lessor nor Lessee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to the Lessor.
- (d) Acts of terrorism.
- (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (f) Strikes or boycotts, other than those involving the Lessor, its contractors, or their employees, agents etc., and
- (g) Any other similar things beyond the control of the party, except court order/ court judgment.

3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free security deposit shall be refunded by the Lessor to the Lessee after adjusting outstanding dues, if any.

3.3 Indemnity and Insurance

- 3.3.1 The Lessee hereby undertakes to indemnify and hold the Lessor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.
- 3.3.2 The Lessee hereby undertakes to indemnify the Lessor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.3.3 The Lessee hereby undertakes that the Lessor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Lessee or any of his/her contractors/ sub-contractors. The Lessee shall indemnify and keep indemnified the Lessor against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.3.4 The Lessee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Lessee shall indemnify the Lessor for any loss and damages suffered due to violation of its provision.
- 3.3.5 The Lessee hereby indemnifies the Lessor against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Lessee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 3.3.6 The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Lessee hereby indemnifies the Lessor against any liability arising in connection with the employment of its personnel in the said premises by Lessor. Lessee hereby undertakes to carry out police verification of its employees and submit

Q7

Borinha

457

the copy of same to O&M Administration of Lessor, in accordance with the Lessor's policies regulations prevalent at that time.

- 3.3.7 The Lessee shall indemnify the Lessor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this Lease.
- 3.3.8 The Lessee shall indemnify the Lessor from any damage charges to be incurred if the Leased Restaurant Space has not been handed over to the Leaser in good condition as required under this agreement.
- 3.3.9 The Lessee shall indemnify the Lessor from any serious accident caused due to negligence of the Lessee, resulting in injury, death to commuters or the Leaser employees or loss to property of the Lessor.
- 3.3.10 The Lessee shall be liable for and shall indemnify, protect, defend and hold harmless the Lessor, officers of the Lessor, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Lessee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 3.3.11 The Lessee shall indemnify and keep indemnified the Lessor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Lessee misused all liabilities for mis-user charges and mis-user proceedings.
- 3.3.12 Insurance and Waiver of Liability: The Lessee shall bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Lessor, including death or injury caused by the sole negligence of the Lessee or the Lessee's failure to perform its obligations under the agreement. Upon the Lessor's request, the Lessee shall submit to the Leaser, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Lessee agrees and undertakes to indemnify and hold the Lessor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Lessor as a result of such default by the Lessor.

3.4 Prohibited activities at Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna, Bihar:

All Prohibited products, activities as per statute, as per agreement and notice or order by BSKVIB as and when serviced.

Birinha

456

Bid Application Forms (BAF)

for Leasing of Restaurant Spaces

At

**Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan,
Patna 800 001, Bihar,**

(Bid Application Form - Annexures)

Name and address of the Applicant:

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

Date

Place.....

✓

Bid Application Form for Leasing of Restaurant Spaces at Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna, Bihar,

(On Official letterhead of the Applicant)

No:

Dated:

To.

Sub: Bid for Lease rights of Restaurant Spaces at Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna, Bihar,

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid Lease Rights for **Restaurant space** on Lease Fee basis at Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna as per terms of RFP and selection process. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Proposal and the documents accompanying the Bid for selection of the Lessee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Lessee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Lessor; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

1454

(e) the information given by us along with the Application in response to the RFP for the above subject were true and correct as on the date of making the Proposal and are also true and correct as on the proposal due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding/Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the above subject, without incurring any liability to the Applicants, in accordance with provisions of the RFP document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Bidding/Selection Process itself, in respect of the above mentioned subject Lease Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Successful Applicant, I/we agree to enter into a Lease Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the RFP and Proposal Document carefully and also surveyed the proposed Restaurant space. We understand that except to the extent as expressly set-forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding/Selection Process including the award of Lease Agreement.

9. I/ We shall submit Security Deposit to the Lessor in accordance with the RFP Document.

10. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Lease rights as mentioned in above subject are not awarded to me/us or our Proposal is not opened or rejected.

11. The financial offer has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the RFP document, Draft Lease Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the Restaurant space /site.

12. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

14. I/We undertake that I/we am/are not barred by the Authority, or any government entities in India from participating in its tenders/projects or there is no bar subsists as on the Proposal Due Date,

15. I/ We hereby submit our Proposal, RFP document and Draft Lease Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

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

(Signature, name and designation of the Authorised signatory)

Name and seal of Applicant

Date: _____, Place: _____

1453

Annexure I: Form 2

**Form – 2: Details of Applicant
(On the Letter Head of the Applicant)**

1. Applicant details:

- a) Name of Applicant _____
- b) Address of the firm _____

- c) Date of incorporation and/or commencement of business, registration no. _____
- d) GST registration details _____
- e) PAN _____

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

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

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

4. Enclosure Checklist: Following shall be enclosed with Envelop-1:

#	Document	Enclosed (yes/no)
I	Duly filled Form 1 and Form 2	
II	Attested copy of Certificate of Incorporation/ registration/ PAN Card	
III	Certificate as per Form 3 (Financial Capacity)	
IV	Earnest Money Deposit (EMD) <i>(Demand Draft / Bankers cheque / acknowledgement of deposit through RTGS / NEFT transfer). MSME registered bidders must submit copy of respective registration certificate to avail EMD exemption.</i>	
V	Original Power of Attorney by Applicant in favour of Designated Person(s) (as per Form 5)	
VI	Declaration cum Undertaking as per Form 6	
VII	Order Sheet Form no 7	
VIII	Declaration of Not blacklisting certificate in tenderer's letterhead	
IX	All documents related with Pre-Qualification	

All the relevant documents required as per eligibility criteria and any other documents as tender think necessary for the eligibility and pre qualification criteria shall be attached to this form.

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

For and on behalf of

(Name of the Applicant) _____

Signature

(Name of the Authorized Signatory) _____

Designation: _____

Place: _____

Date: _____

432

Form – 3 Annexure I: Form 3
Financial Capacity of the Applicant Firm/ Bidder
(Certificate from Statutory Auditor/ Chartered Accountant)

S. No.		Financial Year	Annual Revenue (In Lakhs)	
1		2019 – 2020 (A)		
2		2018 – 2019 (B)		
3		2017 – 2018 (C)		
		Total (A+B+C) =D		

F should be equal or more than INR 150 Lakhs

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____ (Applicant / bidder) has the turnover from one or multiple of the following businesses catering, hotels, restaurants, cafes, takeaways, canteens, event planning and management and theme parks.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory
Mem no:
FRN NO:
UDIN:

Form - 4

Financial Bid Statement

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

I/We hereby offer to take the **Restaurant and Kitchen** on Lease basis as per details indicated in the RFP, at Khadi Mall, Bihar State Khadi and Village Industries Board, East Gandhi Maidan, Patna, 800004 Bihar,

- a) I/we shall pay to Lessor a Lease fee per month of Rs. _____ (in figures) (rupee _____) (in words) plus taxes as applicable for the Leased Restaurant space payable in advance before signing Lease Agreement as per terms and conditions mentioned in the RFP.

Restaurant Identification Number	Covered* Area (Sq. ft)	Total Lease Fees (Rs.)
RESTAURANT (a)	1581.540	
Rates per SQ FTS per month (b)		
Lease Fees (a*b)		

- b) I/we shall also pay the other utility charges like CAM, electricity, water etc.
- c) I/we undertake that the Leased Restaurant space shall not be utilized for business / trade other than as identified in the RFP for this Restaurant.
- d) I/we understand that Restaurant is reserved to serve only vegetarian food and Indian food..
- e) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the Leased space, and acknowledge that, the Lessor shall not be liable for any security or safety related matters of the Leased space.
- f) I/we understand that the final Lease fee shall be worked out based on total area of the Restaurant space indicated in the RFP.
- g) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Lease including but not limited to technical and financial viability, legal framework, kitchen and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.
- h) I/we confirm that all applicable terms and conditions as specified in the RFP and Lease Agreement shall be adhered to by my me/us during the entire Lease Period.
- i) I/we understand that allocation of Restaurant space will be done on ranking of the bid.
- j) I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.
- k) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- l) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- m) I/we understand that all stamp duties for registration of built-up Restaurant space required for the execution of Lease agreement in pursuance of this Bid, shall be borne by Lessee.
- n) I/we undertake that, if any loss incurs during Lease Period, to any movable/ immovable properties of the Lease Space, cost of same will be borne by Lessee. In case Lessee does not rectify damages, same shall be recovered from Security deposited by Lessee.
- o) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the Restaurant space offered, all risks and contingencies and all other conditions that may affect the financial bid.
- p) I/we agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory

Name & Seal of the Applicant

Name: _____ Designation: _____
Company Name: _____
Address: _____
Contact: _____

[on non-judicial stamp paper of Rs. 1000/-]

Annexure I: Form – 5

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

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Shri ----- (Name of the Person, domiciled at ----- (Address), acting as -----
----- (Designation and name of the Firm), and whose signature is attested below, is hereby
authorized on behalf of ----- (Name of Bidder) to sign and submit the proposal, negotiate and settle
terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings,
etc. as may be required by Authority/ Lessor for " **Leasing of Restaurant space at Khadi Mall, Bihar
State Khadi & Village Industries Board, Gandhi Maidan, Patna, Bihar,** "and is hereby further
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

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

IN WITNESS WHEREOF, we have hereunto set our respective hands this ----- Day
of -----2019—in the presence of the following witnesses,

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Signature:.....

[Signature of authorized signing officer]

Name:.....

[Name of authorized signing officer]

Title:.....

[Title of authorized signing officer]

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

1449

Annexure I: Form -6

Declaration cum Undertaking
(on letter head of Applicant)

To,
Chief Executive Officer
Bihar State Khadi & Village Industries Board
7th Floor Khadi Mall Building East Gandhi Maidan, Patna - 800 004

I/We hereby declare that, in case we are allotted the Leased space, I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant

Date: _____

1448

Annexure I: Form -7

Order List

#	Name	Year	Value of order	Value of Work Executed up to 31.03.2021

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____ (Applicant / bidder) has the Oder from one or multiple of the following businesses catering, hotels, restaurants, cafes, takeaways, canteens, event planning and management and theme parks. The above-mentioned information is checked and confirmed from original document.

Name of the Audit Firm:

Seal of the Audit Firm:

Mem no:
FRN NO:
UDIN:
Date:

Name and Signature of Authorized Signatory

List of Abbreviations used in the Bid Document

1. Avg.: Average
2. BAF: Bid Application Form
3. BMS: Building Management System
4. CCTV: Close Circuit Tele Vision
5. CAM: Common Area Maintenance
6. CPPP: Central Public Procurement Portal
7. DD: Demand Draft
8. EMD: Earnest Money Deposit
9. GOI: Government of Bihar
10. Govt.: Government
11. GST: Goods and Services Tax
12. ITB: Instructions to Bidders
13. LF: Lease Fee
14. LOI: Letter of Intent
15. MSME: Micro, Small & Medium Enterprises
16. Min.: Minimum
17. Max.: Maximum
18. DOI: DEPARTMENT OF INDUSTRY, Government of Bihar
19. BSKVIB: Bihar State Khadi and Village Industries Board.
20. NEFT: National Electronic Funds Transfer
21. NSIC: National Small Industries Corporation
22. NIT: Notice Inviting Tender
23. No.: Number
24. O/o: Office of
25. O&M: Operations and Maintenance
26. PAN: Permanent Account Number
27. PO: Pay Order
28. Poha: Power of Attorney
29. RFP: Request for Proposal
30. Rly.: Railway
31. RTGS: Real Time Gross Settlement
32. SN: Serial Number
33. SD: Security Deposit
34. Sq. ft: Square feet
35. Sqm: Square Meter
36. TAN: Tax Account Number
37. WSC: Weaver Service Centre