

REQUEST FOR PROPOSAL

**For providing license for setting up and operation of 03 number
mobile restaurants at Capitol Complex in Naya Raipur**

RFP No.: 6427/466/NRDA/2012 (Mobile Restaurants), Raipur, dated 17/10/ 2012



NAYA RAIPUR DEVELOPMENT AUTHORITY

In front of Mahanadi Dwar of Mantralaya, Raipur 492 001, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 Website: www.nayaraipur.com,

E-mail: ceo@nayaraipur.com, psc@nayaraipur.com

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Naya Raipur Development Authority (NRDA) 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 NRDA, 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. NRDA, 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.

NRDA 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.nayaraipur.com.

Data Sheet

S. N.	Description	
1	Method of Selection of proposal	Highest financial proposal
2	Last Date of Receipt of Pre-proposal Query	Date: 25 October, 2012
3	Date of Pre-Proposal Meeting	Date: 25 October, 2012 Time: <u>16:00</u> hrs Venue: Conference Hall, Client Office, Near Mantralaya, Raipur, Chhattisgarh
4	Last date and time of Submission of proposal (Proposal Due Date)	Up to 15:00 hours (IST); Date 31 October, 2012
5	Opening of Technical proposal	At 15:30 hours (IST) or thereafter; Date 31 October, 2012
6	Date of opening of Financial proposals	To be intimated later
7	Duration of services:	3 years from the date of commencement of services
8	Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft, in favour of Chief Executive Officer, Naya Raipur Development Authority, payable at Raipur.
9	Validity of proposal	180 days from due date of Submission of proposal.
10	Non-refundable Processing Fee	In the form of a crossed Bank Draft for Rs. 10,000 (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favour of the Chief Executive Officer, NRDA, payable at Raipur. The proposal without the processing fee shall not be considered for evaluation.
11	Representative/Contact Person of Client	The Chief Engineer (Engineering) Naya Raipur Development Authority(Client) 2nd floor, Guru Govind Sarang Complex, New Rajendra Nagar, Raipur-492002, TEL NO: +91 771-4094035
12	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) Near Mahanadi Dwar Mantralaya,

S. N.	Description	
		Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188 E-mail: ceo@nayarapur.com , psc@nayarapur.com Website: www.nayarapur.com
13	Address where Bidders must submit proposal	The Chief Executive Officer (CEO) Naya Raipur Development Authority Near Mahanadi Dwar Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Naya Raipur Development Authority (NRDA) is a special area development authority established under the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 by Government of Chhattisgarh, for development and management of a new city "Naya Raipur".

1.2 NRDA is the nodal agency for development of Naya Raipur including the construction of Capitol Complex at Naya Raipur. NRDA, as an agency of the State Government, intends to select an agency for providing Mobile restaurant Services from a mobile restaurant situated at the Capitol Complex area in Naya Raipur through this RFP.

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

2 INVITATION TO SUBMIT PROPOSALS

NRDA invites detailed proposals from eligible Mobile restaurant operator ("Bidders") for providing Mobile restaurant Operation Services ("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, shall fulfill the following minimum eligibility conditions:

- i. The bidder must be successfully operating at least one restaurant with minimum 40 seats in India since a minimum period of 2 years, preceding the date of publication of this RFP.
- ii. Submission of Undertaking by the Bidder on the following:
 - a) No existing litigation regarding quality of food served
 - b) The bidder was never booked by any regulatory agency for a Health and Hygiene Complaint in the last five years, preceding the date of publication of this RFP

4. For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ / registered partnership firm² / a company³ registered in India under the Companies Act 1956.
5. Client intends to appoint a single entity for the assignment. Submission of Proposals by consortia shall not be eligible.
6. Experience of a bidder as a member of consortia, for any service/work shall not be considered.
7. Any entity, which has earlier been barred by the Client, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/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.nayaraipur.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. 10,000 (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favour of the Chief Executive Officer, NRDA, payable at Raipur. 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 service providers for providing services which is not in the scope of this RFP.
10. Client intends to adopt a single stage bidding process for selection of Mobile restaurant operator for the Assignment. The ToR and the scope of services as set out in Appendix C.
11. The Proposals received from eligible Mobile restaurant operator 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.

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

³ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

12. The Successful Bidder is required to enter into an Agreement with the Client and the draft of the same is set out in Appendix D.

13. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

14. EARNEST MONEY DEPOSIT (EMD)

14.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.20,000/- (Rs. Twenty Thousand only) in the form of a Demand Draft in favour of the Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank, payable at Raipur.

14.2 EMD shall be returned to the Bidders within a period of two (2) weeks from the date of execution of Agreement with the Successful Bidder.

14.3 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;
- b) if a bidder withdraws its submitted proposal after the Proposal Due Date; and
- c) if the successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by Client.

15. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

15.1 Bidders may request a clarification of any of the issues 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.nayaraipur.com), without identifying the source of inquiry.

15.2 At any time before the proposal due date NRDA 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.nayaraipur.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 NRDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice

in the www.nayaraipur.com 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.nayaraipur.com).

17 CONFLICT OF INTEREST

NRDA policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the NRDA'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 NRDA, or that may place them in a position of not being able to carry out the assignment in the best interest of NRDA. 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.

18 FRAUD AND CORRUPTION

NRDA 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 NRDA:

- (i) 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 Mobile restaurant operator 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 Mobile restaurant operator 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 Mobile restaurant operator selection process, or affect the execution of a contract; and

- (ii) NRDA will reject a proposal for award if it determines that the Mobile restaurant operator recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

- (iii) NRDA 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 Mobile restaurant operator has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an NRDA -financed contract; and
- (iv) NRDA will have the right to require that, in Mobile restaurant operator selection documentation and in contracts financed by the NRDA, a provision be included requiring bidders to permit the NRDA or its representative to inspect their accounts and records and other documents relating to Mobile restaurant operator selection and to the performance of the contract and to have them audited by auditors appointed by the NRDA.

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

20.3 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. 10,000 (Rupees Ten Thousand only) drawn in favor of CEO, Naya Raipur Development Authority (Client) on any scheduled bank, payable at Raipur, Chhattisgarh.
- c. Earnest Money Deposit for an amount of Rs.20,000/- (Rs. Twenty Thousand only) in the form of a demand draft in favour of the Chief Executive Officer, Naya Raipur Development Authority, from any scheduled bank, payable at Raipur.
- d. Power of Attorney on the required stamp paper for signing the proposal in the prescribed format (**Appendix – B**).
- e. RFP with the amendment or addendum and draft Contract Agreement in bound form duly signed in blue indelible ink and stamped by the authorised representative of the bidder.

20.4 Envelope 2: “Technical Proposal”

The following documents shall be submitted in Envelope 2 –

- (i) 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.
- (ii) Description of Experience of Bidder (Not to exceed A-4 size Three page for each Project) to illustrate experience of successfully operating at least one restaurant OR at least one hotel with restaurant in India on the date of publication of this RFP, since a minimum period of 2 years, preceding the date of publication of this RFP, with notarised copy of relevant certificates, records to prove the experiences. Information of experiences to be provided in Form TECH-2. Without notarised copies of support documents, as proofs of experiences, experience shall not be considered for evaluation.
- (iii) Submission of undertakings of following using Form TECH-3.
 - a) No existing litigation regarding quality of food served

- b) The bidder was never booked by any regulatory agency for a Health and Hygiene Complaint in the last five years, preceding the date of publication of this RFP
 - (iv) General approach and methodology, work and staffing schedule in from TECH-4. It should be in maximum ten (10) pages inclusive of charts and graphs. 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.
 - (v) 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
- 20.5 The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.
- 20.6 Envelope 3: “Financial Proposal”**
- (1) 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.
 - (2) 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.
- 20.7 The Bidder is expected to examine carefully the site where services are to be delivered and the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- 20.8 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.

20.9 NRDA 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

- (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.
- (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 NRDA.

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 NRDA 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 NRDA in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, NRDA 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 of Rs. 20,000/- in the name of CEO, Client in accordance with the RFP document;
 - (c) It is accompanied by demand draft of Rs 10,000/- 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 the information (complete in all respects) as requested in the RFP;
 - (g) It does not contain any condition or qualification;
4. NRDA reserves the right to reject any proposal which is non-responsive.
5. The responsive proposals shall be examined to ascertain the eligibility of the bidders with respect to the eligibility criteria mentioned in this RFP document.
6. Bidder who will be found eligible shall be called for opening of financial proposal.

7. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

7.1 Financial Proposals of only eligible bidders shall be opened. All Eligible bidders shall be invited to attend the opening of Financial Proposal. The bidders/their representatives may choose to attend the opening of financial proposal.

Each Financial proposal will be inspected to confirm that it has remained sealed and unopened.

7.2 Evaluation of Financial proposals

7.2.1 The Amount of monthly rent for each financial proposal will be computed.

7.2.2. The proposal with the Highest Monthly Rent will be ranked first and shall be declared as Preferred Bidder, the next proposal with the lowest subsidy will be ranked second, and so forth.

8 The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, NRDA shall declare the Preferred Bidder as the Successful Bidder. Client will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

9 The Successful Bidder shall execute the Contract Agreement with the Client within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion.

10 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 of the Successful Bidder.

11 Notwithstanding anything contained in this RFP, NRDA 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.

12 CONTRACT COMMENCEMENT DATE

The contract shall commence from the date of signing. However, the Mobile restaurant operator under the Agreement shall commence from the date of start of commercial operation of the mobile restaurant after all necessary deployments by the service provider.

SECTION 3

APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS

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APPENDIX A

LETTER OF PROPOSAL
(On Applicant's letter head)

Dated:

The Chief Executive Officer,
Naya Raipur Development Authority (Client)
Raipur - 492001

Sub: Proposal for setting up and operation of mobile restaurants at Capitol Complex in Naya Raipur

Dear Sir,

- 1 With reference to your RFP document no. _____, dated *****, I, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Contract. 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 Contract.
- 4 I shall make available to the NRDA any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I acknowledge the right of the NRDA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 I certify that in the last three years, we did not have any complain against our firm nor against any of our restaurants and food outlets regarding quality of food, health, hygiene, preparation and storage of food or of similar nature.
- 7 I 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.
- 8 We certify that we have not been barred by the NRDA, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any

of the agencies of GoC/SG/Gol from participating in its projects.

- 9 I declare that:
- (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I do not have any conflict of interest in accordance the RFP document;
 - (c) I 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 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.
- 10 I understand that NRDA 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.
- 11 I declare that we are not a Member of any other firm submitting a proposal for the Project.
- 12 I 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.
- 13 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.
- 14 I further certify that no investigation by any regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors/ Managers/ employees.

- 15 I 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.
- 16 I 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.
- 17 In the event of my/ our being declared as the successful bidder, I agree to enter into a Contract 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.
- 18 I have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Contract 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.
- 19 The Subsidy has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement.
- 20 I/We offer and attach as specified (i) Non-refundable processing fee of Rs10,000/- (Rupees Ten Thousand Only) in the form of demand draft (ii) EMD of Rs. 20,000/- (Rupees Twenty Thousand) to the Authority in accordance with the RFP Document.
- 21 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
- 22 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
(On appropriate stamp paper)**

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 Mobile restaurant operator for providing mobile restaurant operation services at Naya Raipur, by the Naya Raipur Development Authority (NRDA) (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 Contract 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 Contract 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
 - (d) Trade License no. and last renewal date and validity
 - (e) PAN No.
 - (h) Health & Hygiene Clearance Certificate issued by Municipal Corporation

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 Pincode :
 - (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. Service Tax No., PAN No. and TIN No. and any other regulations covering labour contract where applicable.
3. Enclose copy of any certification / accreditation / affiliation

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 an entity)

(1)	Name of Restaurant:	
(2)	Location of Restaurant:	
(3)	Duration of commercial operation of the Restaurant:	
(4)	Name of Proprietor(s) / owners:	
(5)	Start Date (Month/Year):	
(9)	Detailed Narrative Description of Restaurant and number of seats:	
(10)	Detailed Description of Actual Services Provided in the Restaurant:	
(11)	Professional Staff Provided by the Firm: Number of and category of Staff:	
(12)	Income per year from the operation of the restaurant	

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

(Authorised signature of the bidder)

Above Experience should be certified by an independent auditor with signature, stamp and registration number for consideration to be eligible for evaluation

UNDER TAKINGS

Submission of Undertaking by the Bidder on the following:

- a) No existing litigation regarding quality of food served
- b) The bidder was never booked by any regulatory agency for a Health and Hygiene Complaint in the last five years, preceding the date of publication of 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. Methodology to manage routine day to day working
- B. List of furniture, equipment, utensils to be installed
- C. How will you undertake the cleaning activities of the area under scope?
- D. How are you planning to dispose different wastes?

FORM FIN-I

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

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 Estimated Total Billing Amount for the Assignment:

SUMMARY SHEET OF FINANCIAL PROPOSAL

Description	Amount (in Rs.)
Proposed Yearly Rent	Rs. _____ /-
In Words: Indian Rupees _____ Only	

1. We confirm that the rate quoted above are inclusive of all applicable taxes, VAT, cess and levies
2. In case of difference between figure and words, the lower amount shall be considered

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 MOBILE RESTAURANT OPERATION SERVICES

1. SCOPE OF WORK

1.1 Scope of Objective

NRDA envisages a substantial number of employees to work and visitors to visit every working days to the Capitol Complex. For the refreshment of the visitors and employees the NRDA wants to provide an arrangement for Mobile Mobile restaurants within the capitol complex in Naya Raipur is required. The purpose of this document is to lay done the scope of work for Mobile restaurant Operation at Naya Raipur.

1.2 Scope of services

Following is the standard menu, specifications and rates which may to be served in the mobile restaurant as per the choice of consumers;

S. No.	Item	Menu	Quantity	Rates to be charged from the consumers
1	Standard Breakfast / Tiffin / snacks			
(a)	Bread butter & Cutlet	Veg.cutlets– 2 nos	100 gms	Rs. 20.00
		2 stnadard bread slices with 10 gms butter chiptet of total weight		
		Tomato Ketchup sachet	70 gms	
		Salt/Pepper	15 gms	
(b)	Idli	Idli (4 nos)	200 gms	Rs. 20.00
		Urad Vada (4 nos)	120 gms	
		With Chutney & Sambar	100 gms	
(c)	Upma	Upma	100 gms	Rs. 20.00
		Urad Vada (4 nos)	120 gms	
		With Chutney & Sambar	100 gms	
(d)	Poori-Sabji	Puri: 8 Nos.	200 gms	Rs. 20.00
		Aaloo Dry Curry	150 gms	
		Pickle in sachet	15 gms	

2	Other Menu			
(a)	Tea with or without milk	1 cup of size 170ml capacity with sugar or sugar free	150 ml	Rs. 3.00
(b)	Coffee with or without milk	1 cup of size 170ml capacity with sugar or sugar free	150 ml	Rs. 5.00
The Mobile restaurant operator shall be allowed to sale packaged, ready to eat snacks, like chocolates, cake, biscuit, chips etc. and soft drinks for price which should not be more than the Maximum Retail Price				
Note:				
<ol style="list-style-type: none"> 1. Any non-vegetarian item shall not be allowed in the mobile restaurant premises 2. Sale of liquor, pan, pan masala, any kind of tobacco product and any product or good or substance, prohibited under the law, shall not be stored in or sold from the mobile restaurant 				

Service Tax shall not be charged extra over and above the above rates

For operating the mobile restaurant infrastructural establishment facilities like space, electricity (bill shall be payable by the operator on actual basis) and tap water supply (bill shall be payable by the operator on actual basis) will be provided to the mobile restaurant operator by the Client. The mobile restaurant operator's has to procure/ arrange furniture, utensils, crockery, various storage facilities and other facilities for the successful operation of the mobile restaurant. Also the liability for cost of fuel, material cost and labour cost shall be borne by the operator.

Timing:

The mobile restaurant shall remain opened from 9:30 am to 6:00 pm on all working days of Government of Chhattisgarh. The mobile restaurant shall remain closed on Sundays and on all State Government Holidays.

Health and hygiene

- A. The workers shall be medically certified from approved Registered Medical Practitioner recognized by Indian Medical Council, to be free from communicable and contagious diseases in addition to general fitness.
- B. A very high standard of hygiene must be maintained in all respect. Quick, day-to-day disposal of waste material and refuse shall be maintained. Failure in quick disposal of waste will make the Mobile restaurant operator liable to pay fine, which may extend upto Rs. 500/- per such occurrence when reported by the Caretaker or any other Client's authority for the 1st two occurrences and there after Rs.750/- per occurrence. Client

reserves its right to take samples of all stores including edibles/raw materials both perishable and non-perishable from the mobile restaurant for the purpose of Inspection & Investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. Any irregularity or providing sub standard items will lead to penalty including criminal prosecution.

- C. Cleaning of the spaces are the mandate of the operator. As and when a table is used and left, it should be promptly cleaned. Wash area should be cleaned once in every 30 minutes when in use in order to avoid chocking of waste. In case of chocking there should be facilities including manpower for rectifying it within one hour. The mobile restaurant operator has to empty the waste bins kept at the wash areas for disposal of waste. When the dining room is in use for lunch/ dinner, basket should be emptied twice frequently. Good quality cleaning detergent should be used for cleaning washbasins and floor of dining area and kitchen.
- D. Polite and respectable manner should be maintained by all employees engaged by the mobile restaurant operator and as specified by Client from time to time.
- E. Facility management work for the area and area under the scope shall be the responsibility of the mobile restaurant operator
- F. The Mobile restaurant operator shall transport and deposit the solid waste at the scheduled time of the day at the collection point, instructed by NRDA
- G. The Mobile restaurant operator shall design the inside layout following the fire protection guidelines and shall install fire extinguishers within the mobile restaurant in requisite numbers and of prescribed sizes, as per applicable laws

Following shall be provided by Client:

- 1.Space with water and power connection for setting up and operation of the Mobile restaurant
- 2.Electric Supply (chargeable as per actual basis)
- 3.Tap Water Supply (chargeable as per actual basis)

Draft Agreement

THIS AGREEMENT ("Contract Agreement") is made on the ____th day of _____, 2012 at Naya Raipur.

BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA), a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having it's office at Gate No.2, DKS Bhawan, Mantralaya, Raipur-492001

OR

Any Agency appointed by the Government of Chhattisgarh on behalf of NRDA for this contract agreement (hereinafter referred to as "Client" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

(Delete the one of the two above that is not applicable)

AND

_____, a _____, incorporated under the provisions of the _____ Act, and having its registered office at _____(hereinafter referred to as the "Mobile restaurant operator") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns)of the Other Part

Client and the Mobile restaurant operator are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

A. _____ (Client) is a _____, nodal agency / department, appointed by the Government of Chhattisgarh for this contract.

B. In response thereto proposals were received from several persons including the Mobile restaurant operator. After evaluating them, the Proposal submitted by the Mobile

restaurant operator has been accepted and Letter of Acceptance No. ____ dated ____ was issued.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between Client and the Mobile restaurant operator. The Mobile restaurant operator, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. PAYMENT OF RENT

- a. The Mobile restaurant operator covenants to undertake the Assignment as set forth in the Scope of Work in Schedule I (hereinafter referred to as “the Services”) and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- b. In consideration thereof, Mobile restaurant operator will pay to the Client Rent (hereinafter referred to as “the Monthly Payment”) and more particularly described in Clause 2 and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- c. The period of mobile restaurant operation services shall be for three years which may be extended on mutual consent, if there is no deficiency in providing services during the period of operation. In the event it is mutually agreed by the parties for extension of the term of the agreement, it will be extended by another term of 3 years and the amount of yearly rent shall be incremented by 10% (Ten per cent).
- d. On termination / expiry of this Agreement, the Mobile restaurant operator, under this Agreement, shall continue to work till the handing over of charges to the other appointed agency by Client and shall hand over the building after removing all its assets, including furniture and equipment.
- e. The rent shall be paid yearly in advance. Billing cycle will be the date of anniversary of the date of signing of the Agreement to the last day of the year of execution of that agreement. The Mobile restaurant operator shall deposit

the rent amount within 10 days from the date of anniversary of the date of signing of the Agreement from the every year.

- f. The Mobile restaurant operator shall also ensure that payments to vendors working under their contract are made within reasonable time. The delay in submitting the invoices shall not affect the payments to vendors and all payments to vendors shall be released not later than 45 days of the completion of service by them.
- g. The Mobile restaurant operator shall pay the electricity bill and water bill of every month and shall deposit the payment receipt to NRDA, on request

- 1.1 The rent payable by the Mobile restaurant operator to the Client for the Mobile restaurant shall be paid subject to the conditions of Contract Agreement and after deducting taxes at source as per applicable law.

3. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

3.1 Performance Security

The Mobile restaurant operator shall deposit a Performance Security of Rs. _____ (Indian Rupees _____ [in words] equivalent to the amount of 6 months' rent proposed by the Selected Bidder) by way of a demand draft from a scheduled bank in favour of the Chief Executive Officer, NRDA, payable at Raipur, before the execution of the Agreement. The Performance Security to be appropriated against breach of this Agreement, non-payment of rent or for recover of liquidated damages / penalties, as specified herein. The balance remaining out of the Performance Security shall be returned to the Mobile restaurant operator at the end of 3 (three) months after the expiry / termination of this Agreement.

3.2 Liquated Damages

The Mobile restaurant operator shall be responsible for all damages or losses to Client's property made either by the mobile restaurant operator or his staff/worker and shall be liable to make good any such loss or damages immediately, failing which the Client will recover the same from the Performance Security and/or from his dues and intimate the mobile restaurant operator to reimburse the Performance Security immediately.

3.3 Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Mobile restaurant operator in the event of breach of this Agreement or for recovery of non-payment of rent, recovery of liquidated damages, any other dues and penalties, specified herein above.

3.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Mobile restaurant operator for minor deficiencies on its part.

In the case of significant deficiencies in Services or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated.

3.5 In the event of total default / failure by the Mobile restaurant operator in providing the Services, Client reserves the right to get the Services executed by any other Mobile restaurant operator at the cost and risk of the Mobile restaurant operator.

3.6 The following activities shall **attract penalties which shall be detected from the monthly bill for facility management services charges –**

Sr. No.	Activities	Penalty
1	Mobile restaurant if remain closed on Chhattisgarh State Government working day	Rs. 1000/- per day of closure or part thereof, if found closed due to the reasons, solely attributable to the Mobile restaurant operator
2	Unavailability of Complaint Book with the Manager	The Mobile restaurant operator shall keep a complaint book duly numbered and get the round seal of Client affixed on each page to lodge the complaint/suggestion, if any, in regards to the services of the mobile restaurant. The complaint book shall be kept with the manager of the mobile restaurant. If Client directly receives any written complaint for unavailability of such complaint book, a penalty of Rs. 500/- shall be charged to the mobile restaurant operator. The client may inspect the complaint book from time to time and issue instructions to rectify to the Mobile restaurant operator. The Mobile restaurant operator shall have to submit monthly compliance report to the Client with photocopy of relevant pages of the complaint book.

Sr. No.	Activities	Penalty
3	Conduct quality control measures and QA	The Client may conduct independent quality monitoring and checking of works carried out by the Mobile restaurant operator. If such checks disclose that works carried out by the Mobile restaurant operator do not meet the specified requirement of this agreement or good industry practice or there is potential for health hazard and contamination, a penalty of Rs. 1000/- shall be imposed on the Mobile restaurant operator and no subsidy shall be paid till the remedy of such occurrence to the satisfaction of the Client, which will be communicated through submission of a compliance report
4	Performance of the manpower	If the service of a manpower provided by the Mobile restaurant operator is not acceptable to the Client, the Mobile restaurant operator shall immediately remove the person and deploy a replacement.
5	Cleanliness of Installation	The Mobile restaurant operator / operator will be responsible to always keep the complete installation including the surroundings very neat, clean, free from plastics, used cups, dishes and dust etc. In case it is found that any installation is not clean tidy penalty of Rs.100/- per installation per day shall be charged. In case of any dispute, the decision of Client shall be final and binding.
6	Prohibited Activity for mobile restaurant staff	Smoking, Chewing of Pan, intoxication, sleeping during duty hours, ill-mannered behaviour with the customer or representative of authority, not dressed in uniform, not displaying identity card: Involvement in prohibited activity shall attract a fine of Rs. 500 for each of such occurrence
7	Complaint received through complaint book	Whenever a complaint or suggestion is lodged in the said complaint book, the Mobile restaurant operator will send the copy of the same along with his compliance on it. Serious complaints may be viewed seriously and fine upto Rs.250/- per count can be imposed by the Client, which should be paid immediately, failing which client shall be entitled to recover any losses, expenses or fines imposed etc. from the dues of the Mobile restaurant operator or from the Performance Security and the Mobile restaurant operator will have to reimburse short-fall Performance Security due to recovery, immediately.
8	Client Inspection	Client will periodically inspect functioning of mobile restaurant

Sr. No.	Activities	Penalty
		<p>in all respect, with a view to ensure hygiene and efficient services as well as in regards to fulfilment of terms and conditions of this contract. Any, instructions issued by the Inspecting Authority should be complied immediately or within the time specified by the Inspecting Authority and compliance report be submitted to the Client. In case of repeated failures or serious lacuna noticed on account of the Mobile restaurant operator, Client shall have right to impose fine which shall not be more than the two times of the monthly subsidy amount paid by the Client. Not supplying timely food/ low quality/rotten or contaminated food etc. shall cause imposition of penalty of Rs. 1000/- for each such instance. In case of dispute, dispute resolution procedure mentioned in this RFP shall be followed. On repeated instances Client may score a termination notice wherein the Mobile restaurant operator may be liable for all the cost and damages for entrusting a new Mobile restaurant operator.</p>
9	Customer Feedback	<p>The Client may device a mechanism for customer feedback and give rating regarding the quality of food and serving, cleanliness of mobile restaurant, behaviour of staff and quantity and nature of service as and when required. Any complaint/dissatisfaction will be immediately brought to the notice of the Mobile restaurant operator. Repeated failure (2 instances) may cause imposition of penalty of Rs. 500/- for each such instance.</p>
10	Hygiene Standard	<p>A very high standard of hygiene must be maintained in all respect. Quick, day-to-day disposal of waste material and refuge shall be maintained. Failure in quick disposal of waste will make the Mobile restaurant operator liable to pay fine, which may extend upto Rs. 500/- per such occurrence when reported by the Caretaker or any other Client's authority for the 1st two occurrences and there after Rs.750/- per occurrence. Client reserves its right to take samples of all stores including edibles/raw materials both perishable and non-perishable from the mobile restaurant for the purpose of Inspection & Investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. Any irregularity or</p>

Sr. No.	Activities	Penalty
		providing substandard items will lead to penalty including criminal prosecution.

4. SUSPENSION

Client may by written notice of suspension to the Mobile restaurant operator, suspend the operation of the Mobile restaurant operator hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Mobile restaurant operator to remedy such failure within the period not exceeding fifteen (15) days after the Mobile restaurant operator of such notice of suspension.

5. TERMINATION

By Client

Client may, by not less than thirty (30) days' written notice of termination to the Mobile restaurant operator (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause terminate this Contract:

- a. if the Mobile restaurant operator fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b. if the Mobile restaurant operator becomes insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
- c. If the Mobile restaurant operator fails to comply with any final decision reached as a result of arbitration proceedings
- d. if the Mobile restaurant operator submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Mobile restaurant operator know to be false;

- e. if, as a result of Force Majeure, the Mobile restaurant operator is unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g. If the Mobile restaurant operator, in the judgment of the Client has engaged in corrupt or fraudulent practices in executing the Contract.
- h. In case the contract is terminated, the balance amount of advance rent if any, paid earlier shall be paid back by the Client to the Mobile restaurant operator within thirty days of the termination letter.
- i. if the Mobile restaurant operator fails to pay any money due to the Client pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Client that such payment is overdue;

5.2 By the Mobile restaurant operator

The Mobile restaurant operator may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause, terminate this Contract:

- (i) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Mobile restaurant operator may have subsequently approved in writing) following the receipt by the Client of the Mobile restaurant operator' notice specifying such breach;
- (ii) if, as the result of Force Majeure, the Mobile restaurant operator are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- (iii) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

6. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in this agreement
- (iii) any right, which a Party may have under the Applicable Law.

7. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Mobile restaurant operator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the Mobile restaurant operator shall make the payments due to the Client prior to the effective date of termination.

9. DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in paragraphs (a) through (i) of Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated .on account of such event except in accordance with the terms of any resulting arbitral award.

10. RESPONSIBILITIES AND OBLIGATIONS OF THE MOBILE RESTAURANT OPERATOR

The Mobile restaurant operator shall:

- a) provide the Services in accordance with SOW as set out in Schedule I;
- b) exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;

- c) The Mobile restaurant operator shall act at all times so as to protect the interest of Client and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- d) be bound to comply with any written direction of Client to vary the scope sequence or timing of the Services; and
- e) The Mobile restaurant operator shall furnish to the Client such information related to the Assignment as Client may, from time to time request.

11. SERVICE PROVIDER'S REPRESENTATIVES

The Mobile restaurant operator Coordinator shall be the representative of the Mobile restaurant operator and shall have authority to act on behalf of the Mobile restaurant operator for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

12. INDEMNITY AND INSURANCE

12.1 The Mobile restaurant operator shall take out and maintain adequate indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

12.2 Client undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

12.3 The Mobile restaurant operator shall indemnify at all times, the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Mobile restaurant operator of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Mobile restaurant operator.

12.4 The mobile restaurant operator shall indemnify, protect and defend, at Mobile restaurant operator's own expense, Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of Mobile restaurant operator's failure to exercise the skill and care required under this agreement, provided, however, that Mobile restaurant operator is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further that the ceiling on

Mobile restaurant operator's liability shall be limited to Monthly Payment approved by Client except that such ceiling shall not apply to actions, claims, losses or damages caused by Mobile restaurant operator's gross negligence or reckless conduct;

12.5 In addition to any liability service provider may have under this agreement service provider shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of service provider's failure to exercise the skill and care.

12.6 The service provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Client's overriding a decision or recommendation of Mobile restaurant operator or requiring Mobile restaurant operator to implement a decision or recommendation with which Mobile restaurant operator does not agree; or (ii) the improper execution of Mobile restaurant operator's instructions by agents, employees or independent Mobile restaurant operator of Client.

13 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All food specifications, statistics (excluding financial statements), and, technical data compiled or prepared by the Mobile restaurant operator and communicated to the Client in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the property of the Client, and may be made available to the general public at its sole discretion. The Mobile restaurant operator may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the Client.

14. FORCE MAJEURE

14.1 If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

14.2 The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be

declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

- 14.3 In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

15. OTHER CONDITIONS

- 15.1 In the event Client desires the Mobile restaurant operator to perform such additional services which are not within the Terms of Reference, the Mobile restaurant operator shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

- 15.2 Client shall provide to the Mobile restaurant operator documents/ information/ reports as may be required by the Mobile restaurant operator to enable it to provide the Services. Client undertakes and agrees to furnish to the Mobile restaurant operator from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Client.

16. COMPLIANCE WITH LAWS

The Mobile restaurant operator shall take due care that all its documents and activities comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Mobile restaurant operator.

17 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Raipur/Chhattisgarh shall have jurisdiction over all matters arising out of or relation to this Agreement.

18 DISPUTE RESOLUTION

18.1 Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

18.2 Arbitration

a Procedure

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Chairman Client. There upon, the Chairman Client, after hearing both the parties shall give his written decision within thirty days. This period can be extended by mutual consent of the parties.

b Arbitration

Upon receipts of written notice or decisions, of Chairman, Client the parties shall promptly proceed without delay to comply such decisions .If the Chairman fails to give his instruction or decision in writing within a period of 30 days or mutually agreed time or, if the parties is/ are aggrieved against the decision of the Chairman, the aggrieved party may file the petition for resolving the dispute through arbitration in the arbitration tribunal at Raipur within 30 days from the date of issue of the decision of the Chairman, Client

c Place of Arbitration

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

d English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

e Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

f Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

19. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

20. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

22. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

23. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of e-mail, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.

24. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

25. VARIATIONS

Client may, by written notice to the Mobile restaurant operator, direct the Mobile restaurant operator to vary the scope, sequence or timing of the Services and the Mobile restaurant operator shall be bound to comply with that direction. All such variation shall be in writing.

26. SPECIAL CONDITIONS

- 26.1 The mobile restaurant operator will ensure that hazardous or inflammable item or any other intoxicating materials are not stored in the mobile restaurant and its premises.
- 26.2 The mobile restaurant operator shall not sub-let the contract to anybody. He shall not use the space provided for stocking or keeping goods/articles other than those needed for use in the mobile restaurant nor shall he do any structural additions & alterations to the premises without written sanction of the Client.
- 26.3 The Mobile restaurant operator shall not stock or sell any spirituous liquor or any other intoxicants within the said premises.
- 26.4 The mobile restaurant operator shall display at a conspicuous place in mobile restaurant, the list of items with rates and quantity to be served for each item.

26.5 Fire precautions

- a. The Mobile restaurant operator, his agents, representatives, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing within the mobile restaurant campus and will follow all fire and safety orders, evacuation plans etc.
- b. Motor transport vehicles, if any allowed by authorities to enter the restricted area must be fitted with serviceable fire extinguishers and necessary parking slip will be issued to park vehicle at identified place.

26.6 Minimum wages payable

- a. The Mobile restaurant operator or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India and Government of Chhattisgarh for application in Client.
- b. The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.

26.7 Mobile restaurant operator's representatives and workmen

The Mobile restaurant operator shall employ only Indian Nationals as its staff, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.

The Mobile restaurant operator shall ensure that all of its workmen are uniformed and maintain personal health and hygiene. Any workman, if has any decease, shall be replaced immediately

26.8 Service tax, Octroi, sales tax and other duties

The Mobile restaurant operator's rates shall include all Duties, Octroi, Sales Tax, Excise, VAT, labour cess etc. as applicable at applicable rates. Liability of ECHS, Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

26.10 Compliances

The Mobile restaurant operator shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.

26.11 Availability of resources of Client

- a. Client shall make available to the Mobile restaurant operator the items expressly specified to be provided by Client in this RFP. The Mobile restaurant operator shall be responsible for the safe custody of the items that are in its care.
- b. The client's representative will be the first point of contact of Client and provide clarifications to the Mobile restaurant operator if required.

26.12 Quality performance

- a. Mobile restaurant operator agrees to advise Client of any material or strategic changes in its operations and to ensure that such changes do not compromise the requirements for the quality performance as set out in the Scope of Work.
- b. Client has right to inspect the Services purchased. Client reserves the right to reject Services, which do not conform to the specifications and requirements, including without limitation, the Scope of Work. Client may, at its option, require prompt improvement and/or repair of non-conforming Services.
- c. If the Services delivered do not correspond with this Agreement, Client may request Mobile restaurant operator to place an improvement and/or repair plan including time schedule to improve or repair the Services based on terms mutually agreed. If the Mobile restaurant operator fails to fulfil the improvement and/or repair plan as mentioned within the agreed time schedule, Client may terminate the agreement.

26.13 Warranties

The Mobile restaurant operator warrants that it has and shall exercise all reasonable skill care and diligence in carrying out its obligations under this Tender and shall provide the Services strictly in accordance with the scope of services.

26.14 Personnel

- a. The Mobile restaurant operator shall give preference to the local manpower for employment subject to proper skills and qualification.

26.15 Other conditions

- a. The Mobile restaurant operator must know and follow their duties related to safety for all personnel. These guidelines are applicable to Mobile restaurant operator.
- b. All Mobile restaurant operator workmen should be provided with a uniform and shall work within the Client premises in their prescribed uniform.

- c. The Mobile restaurant operator shall ensure that no access (passages / access to emergency apparatus / exits) is blocked.
- d. The Mobile restaurant operator shall report all notifiable accidents, dangerous occurrence and potential hazard situations to Client within a day from the incident
- e. The Mobile restaurant operator shall provide prior information to the Client representative about any hazardous material being brought on the site and shall ensure security storage of such material.
- f. The Mobile restaurant operator must not remove or displace any guard, fencing or other safety equipment, which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of Client representative. On completion of any work, any such guards / fencing that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated.
- g. The housekeeping standards employed by Mobile restaurant operator must be good in all respects.
- h. The Mobile restaurant operator must leave work areas in a clean, tidy and safe condition at the end of each working period.
- i. The Mobile restaurant operator must obtain prior permission from Client representative, if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.
- j. No work may be carried out above the heads of people or over gangway or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the Client representative.
- k. The Mobile restaurant operator must provide consumables based on applicable regulations / codes / guidelines.
- l. The Mobile restaurant operator must take prior permission from Client manager before working on services such as water lines or electricity.
- m. The Mobile restaurant operator should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.
- n. Any power / compression / percussion tools must be used by trained personnel with proper safety precautions during operation / storage.
- o. The Mobile restaurant operator must take prior permission from Client representative before hoisting / lifting any equipment. The Mobile restaurant operator should ensure that adequate anchorage is deployed.
- p. The Mobile restaurant operator should ensure that their personnel do not consume alcohol / do not smoke / do not take drugs on site.
- q. All workmen of the Mobile restaurant operator or their sub-Mobile restaurant operator must have valid identifications cards issued by the Client shall display at all times during duty hours.

26.16 Sub-contract

- (a) No part of the agreement can be sub contracted.
- (b) No part of the built-up space for can teen can be sublet or sub-contracted

26.17 Environmental and Ethical Issues of the Maintenance Services

- a. The Mobile restaurant operator shall inform the Client of all substances and compounds used in the performance under this Tender, which are or may be categorized as hazardous to health, safety, security or environment.
- b. Both parties shall comply with all legislation, regulations, order and laws relating to health, safety, security or the environment, including but not limited to, Indian Government environmental rules for environmental management and Client Environmental Policy, which policy is available from Client upon request. Both parties may, where appropriate, request improvements in the other party's practices to ensure compliance with the said principles. Mobile restaurant operator agrees to act in the spirit of internationally recognized social and ethical standards and Client's respective policies.

EXECUTED BY

For NAYA RAIPUR DEVELOPMENT AUTHORITY **For** _____

Signature

Name:

Designation:

Signature

Name:

Designation:

In presence of

Witness 1:

Signature

Name:

Address:

Witness 2:

Signature

Name:

Address:

Schedule 1: Scope of work

(To be appended before signing of agreement)

Schedule 2: Financial proposal of the Selected Bidder

(To be appended before signing of agreement)

Schedule 15: Letter of Award

(To be appended before signing of agreement)

Schedule 16: Final Request for Proposal document No. _____, dated

(To be appended before signing of agreement)