



REQUEST FOR PROPOSAL (RFP)

OPEN AIR RESTAURANTS AT RIVER FRONT, SILVASSA, DADRA AND NAGAR HAVELI - 5th Call

(BID DUE DATE: 20-08-2021)

(This RFP document is meant for exclusive purpose of submitting the proposals and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Silvassa Smart City Limited (SSCL)

1st Floor, Smart City Office, New SMC building, Silvassa, 396230. U.T. of Dadra & Nagar Haveli.
Ph: 0260-2642931

Notice Inviting Bid

Chief Executive Officer, Silvassa Smart City Limited, Silvassa Municipal Council (New SMC) Building, Silvassa - 396230 invites vendors to bid for Open Air Restaurants at Riverfront, Silvassa- 5th Call.

Sl.No.	Description	Particulars
1)	NIT No.	SSCL/DNH/E-Tender/OAR/06/2020
2)	Organization Name	Silvassa Smart City Limited (SSCL)
3)	Name of the Tender	Selection of Vendor for Open Air Restaurants at Riverfront, Silvassa, Dadra and Nagar Haveli – 5th Call
4)	Tender type	H1
6)	Earnest Money	Rs. 10,000 (Ten Thousand Rupees only) shall be either in form of Bank Guarantee of any nationalized/scheduled bank with validity of 180 days from the date of bid due date.
7)	Bid Document Fee /Bid Processing Fee / Tender Fee	Rs. 1000/- (to be submitted in the form of Demand Draft) Non-Refundable
8)	EMD/Bid Document Fee Payable To	Silvassa Smart City Limited
9)	Start Time and Date for downloading RFP	18:00 Hrs on 30-07-2021
10)	Last date & Time of online submission of bid, copy of Tender Fee, EMD	Up to 15:00 Hrs on 20-08-2021
11)	Time, Date and Place of Pre-Bid Meeting	15:00 Hrs on 05-08-2021 Place: Silvassa Smart City Limited, New Silvassa Municipal Council, Amli, Silvassa, Dadra and Nagar Haveli – 396230
12)	Original EMD, Bank Guarantee for Bid Security and physical copy of other Documents as specified in the tender Documents	Up to 15:00 Hrs on 23-08-2021

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13)	Time & date of opening of Technical Bids	17:00 Hrs on 24-08-2021
14)	Time & Date of opening of Price Bid	To be determined

1. The intending bidder must read the tender documents carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document and set of terms and conditions of the contract to be complied with and other necessary documents can be downloaded from website **<https://dnhtenders.gov.in>**
4. Those Vendors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidder must have valid class-III digital signature to submit the bid
6. Vendor can upload documents in the form of JPG or PDF Format.
7. The eligibility and Technical bids shall be opened first on due date and time as mentioned above. The time and date of opening of the financial bid of bidders qualifying the technical bid shall be communicated to them at a later date.
8. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

Sd/-

Chief Executive Officer,

Silvassa Smart City Limited

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1 Disclaimer

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(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 the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, 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 the RFP documents may not be complete, accurate, adequate or correct. Each Bidder 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.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 for participation in this Bid Stage.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder 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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or in submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2 Glossary

Authority	Silvassa Smart City Limited
Government	Government of Union Territory of Dadra and Nagar Haveli
SMC	Silvassa Municipal Council
SSCL	Silvassa Smart City Limited
PDA	Planning and Development Authority
Highest Bidder	The Bidder who is offering highest annual rental for each site
Selected Bidder	The Bidder who has qualified all the criteria and has quoted the highest annual rental for each site
LOI	Letter of Intent
O&M	Operation and Maintenance
Member	Member of a Consortium
MOO	Minimum Operation Obligations
PPP	Public Private Partnership
Project	Operation and Maintenance of Open Air Restaurants at Riverfront in Silvassa
Re. or Rs. or INR	Indian Rupee

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

3 INTRODUCTION

3.1 Background

1. **Planning and Development Authority (PDA or the “Authority”)** of Dadra and Nagar Haveli is constituted under Section 20 of the Goa, Daman and Diu Town and Country Planning Act as extended to Dadra and Nagar Haveli. The authority is engaged in the task of preparing land use plans and identifying various development activities in the U.T of Dadra and Nagar Haveli. Its primary function is to prepare Regional plan, Outline Development Plan, Comprehensive Development Plan, Town planning schemes etc. PDA has decided to undertake operation and maintenance of “Restaurant” at Silvassa River Front, Dadra Nagar Haveli (the “**Project**”)
2. **Silvassa Smart City Limited (SSCL)** is constituted under Smart City Mission for the purpose of Development of Smart City Projects in Silvassa. As a part of this endeavor SSCL has decided to undertake the bidding process of “Restaurant” at Silvassa River Front, Dadra Nagar Haveli (the “**Project**”), and has, therefore, decided to carry out a transparent and competitive bidding process for selection of an entity as the Bidder to whom the Project may be awarded. Brief particulars of the project are as follows:

Project Name: **Open Air Restaurant at Riverfront, Silvassa**

Location(s): For Location of Restaurants ‘Site Location’ Section of this RFP

3. The Selected Bidder undertakes to incorporate as such prior to execution of the Operation and Maintenance Agreement (the “**Operator**”), shall be responsible for operation and maintenance of the Project under and in accordance with the provisions of Operation and Maintenance Agreement (the “**O&M Agreement**”) to be entered into between the Operator and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
4. The O&M period shall be co-terminus with the O&M Agreement. The Project shall include Operation and Maintenance of a Restaurant on rental basis as per relevant Norms and Guidelines provided by, applicable laws, local By-laws and Operation and Maintenance Agreement. The Operator would be given the option to plan and design the Project and allied facilities conforming to the applicable development laws, Building Bye-Laws and regulations/ norms/standards for Project components including arranging approval from the competent authority. The natures of the Project and allied facilities including MOOs are detailed in the table below.

4 SCOPE OF WORK

4.1 Minimum Operation Obligations

S. No.	Project Facilities	Facilities
1.	Minimum Operation Obligations (MOO) / Essential Facilities	<p>Each Restaurant shall include the following components–</p> <ul style="list-style-type: none"> • Seating capacity of 30 persons for L1 and L2 • Seating capacity of 60 persons for L3 • Kitchen • L4 site: This is the site under the bridge and at this site food carts or food trucks or equivalent temporary arrangement (preferably mobile) shall be allowed. Alternately, the bidder may create a temporary structure within the defined area of site L4. • The Project site shall be used for operating Restaurant mentioned in the MOO and the requisite support facilities and infrastructure only. No other development and activities shall be permitted on the Project Site without written permission of the Authority.
		<ul style="list-style-type: none"> • Solid Waste segregation and disposal as per SWM Rules of SMC • Making proper arrangement for water • Obtaining separate electric meter for each restaurant and make necessary internal electrification of the restaurant as per prevailing standards. • Installation of Signage board indicating direction to the nearest existing toilet for the customers. • Kitchen waste water disposal shall be only through the means of the tank solution provided. The O&M of the

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S. No.	Project Facilities	Facilities
		<p>tank and pumping the waste water shall be the responsibility of the selected bidder. Till the time pumping solution is not available, it shall be the responsibility of the concessionaire to collect the waste water and dispose it in nearest functional manhole of Silvassa Municipal Council. Under no circumstances the concessionaire shall dispose the waste water in river or elsewhere.</p> <ul style="list-style-type: none"> • O&M charges for Water supply, Electricity, SWM shall be borne by the vendor of respective restaurant • Expenses over disposal of the waste water for cleaning/emptying the field septic tank shall be borne by the vendor of the respective restaurant. • No outside vehicles shall be permitted on the Riverfront except for vehicles permitted by the Authority. Heavy vehicles on river front damage the property, hence light vehicles(as may be permitted by the PDA), or all electric vehicles, only shall be permitted to carry or transport the goods on Riverfront. For L3 site, goods may be carried through road, in which case such restrictions shall not apply. • The vendor shall install CCTV or Surveillance cameras and shall be required to store the surveillance recordings for a minimum 10 days and share the surveillance recordings with the authority promptly.
2.	Mobilization Period (for MOOs)	1 month from the appointed date as defined under Operation and Maintenance Agreement.
3.	Quarterly Rental Payment Schedule	On or before 7 th calendar day of every quarter
4.	Operation period	Operation period is for 2 years and extendable by one year.

S. No.	Project Facilities	Facilities
		It is expected that the restaurant will be operational for a minimum nine months in a year. In the event if the restaurant is not operational due to external or uncontrollable circumstances, the rental amount for these months shall be adjusted in annual rental of subsequent year.
5.	Performance Security	Bank Guarantee of Rs.1,20,000/- (Rupees One Lakh and Twenty Thousand) for each site and having validity for concession duration.

The assessment of actual O&M costs will have to be made by the Bidders.

The Operation and Maintenance Agreement sets forth the detailed terms and conditions for grant of the concession to the Operator, including the scope of the Operator's services and obligations (the "**O&M**").

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Operation and Maintenance Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the due date.

4.2 Responsibility towards workmen/personnel of Operator

1. The Operator shall be responsible for engaging manpower of adequate number and quality required for providing Restaurant services in the Restaurant.
2. The Operator shall ensure that either he or his representative is available for proper administration and supervision at the works to the entire satisfaction of the Authority. He shall communicate

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name, number and details of such person with the authority. Such person shall be single point of communication between the authority and the Operator.

3. The workers employed by the Operator shall be directly under the supervision, control and employment of the Operator. The Authority shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the Authority for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Operator, against any temporary or permanent posts in the Authority/Government. The Authority does not recognize any employee - employer relationship with any of the workmen or personnel engaged by the Operator.
4. The Operator shall be solely responsible either for any injury, damage, accident to the workman employed by him or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of his workers.
5. All workmen engaged by the Operator shall be comprehensively insured for accidents and injuries by the Operator at his cost.
6. The Operator shall keep & maintain a fully updated 'First Aid Box' in Restaurant premises.
7. The Service Provider shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to his workers. The Operator shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Authority against all such liabilities, which may likely to arise out of his failure to fulfill such statutory obligations.
8. The Operator shall alone decide and be responsible for the leave or absence of the Restaurant personnel and the Authority shall not in any way be responsible for sanction of leave, etc. to the Restaurant personnel. However, such leave/absence of Restaurant personnel should in no way affect the proper running of Restaurant services as prescribed in the RFP.
9. The Operator should provide proper and similar Uniform to all Restaurant personnel at each site.
10. The transportation of the workmen or personnel engaged by the Operator from their place of residence etc. to the Restaurant Premises shall be the responsibility of the Operator. No transportation shall be provided by the Authority.
11. No accommodation will be provided in the Authority's Premises for the workers and the Operator shall make its own arrangements outside the premises.
12. The food and beverages arrangements for Restaurant personnel shall be the responsibility of the Operator.

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13. The Operator shall ensure proper discipline among his workers and further ensure that they do not indulge in any unlawful activity.
14. The Operator shall ensure that the Restaurant personnel shall not take part in any staff union and association activities at the Premises of the Restaurant.
15. The Operator shall ensure that the Restaurant personnel employed by him shall not be used for other work/job order for any third party.
16. Employment of child labour is strictly prohibited under the law. Therefore, the Operator will not employ any child.
17. The Operator shall ensure that its personnel shall not at any time, without the consent of the Authority in writing, divulge or make known any information about the affairs of the Authority. Any violation will lead to immediate termination of contract, with forfeiture of Performance Bank Guarantee and/or other action as per law.
18. The Authority/ or its Authorized Person shall have the right to ask for immediate replacement of any person or personnel of the Operator, who is not found to be competent and orderly or fit in any manner in the discharge of his duty. The operator shall have to comply with the directions of the Authority. In such cases the decision of the Authority shall be Final.
19. Each Restaurant to employ at least one disabled (greater than 40% disability) or transgender staff member for the duration of the contract. Each bidder shall receive a grace period of 6 months from contract signing to train and deploy the disabled/transgender staff member.
20. In case of emergency, the services of Restaurant personnel may be utilized for other work also as per the requirement of the Authority.
21. Compliance for Workmen or Personnel to be employed/engaged by the Operator:
 - a. The Operator will, prior to the commencement of the operation of contract, make available the list of all the workmen and personnel who will be deployed at the Restaurant Premises for running the Restaurant; the Operator will furnish their proof of photo identity, present and permanent address, education qualification details, specimen signature and two passport size photographs. These details should be furnished within 5 working days from the date of signing of contract and then, immediately on every change.
 - b. The workmen or personnel engaged by the Operator should have their antecedents verified from the local police station at the instance of the Operator and the same should be submitted within 30 days from the date of signing of contract without fail.

- c. The workmen or personnel engaged by the Operator should have sound medical fitness and the Operator should also ensure that the Restaurant are subjected to regular medical checkups so as to ensure that they are free from any contagious disease or medical complications related to their occupation.
- d. Minimum age of the Restaurant personnel shall not be less than 18 years as on 31.03.2021.

4.3 Responsibility towards supply/maintenance of stock of materials/consumables etc.

1. The Operator will supply/use raw materials/consumables as per FSSAI approved Standard quality.
2. The Authority reserves the right to check the quality in any test Centre /approved laboratory at any time. In case the material/stuff is found to be of substandard quality the Authority, in its discretion, reserves the right to impose penalty on the Operator or even terminate the contract by giving one month's notice.
3. Apart from the available infrastructure/structure on site, the Operator shall bring his own tools, appliances, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Restaurant services.
4. Safety and security of the Appliances/Equipment and consumables from theft, breakage, pilferage, damage or loss due to any reason(s)/unforeseen circumstances shall be the sole responsibility of the Operator.

4.4 Statutory Obligations of the Operator

1. The Operator shall obtain license under the Contract Labour (Abolition and Regulation) Act 1970 and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the Operator. The Operator shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the Restaurant during Restaurant working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
2. The Operator shall also comply with all other acts and rules including Food License / Weight and Measurement Certification etc. which are applicable to him or made applicable to him in future and shall maintain all such records as required under these Acts & Rules.

3. The Operator shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

4.5 Safety Regulations:

1. The Operator has to comply with all safety regulations as applicable by the government of India, State Legislations, Local Body Rules & regulations such as National Building Code 2016, Development Control Rules of DNH and all other rules required for execution of the Restaurant contract. The Operator to indemnify the Authority for any loss due to the non-compliance to any of the safety regulations.
2. The Operator shall make himself fully aware of the specific Fire & safety regulations as mentioned in NBC 2016 and all other rules of the Restaurant and shall strictly adhere to the same.
3. In particular, each restaurant shall be equipped with two functioning Fire extinguishers on site. One fire extinguisher shall be water based and one fire extinguisher foam based.

4.6 Other Responsibilities

1. All work shall be carried out with due regard to the convenience of the Authority. The orders of the authority shall be strictly observed.
2. Any liability arising out of any litigation (including those in the Consumer courts) due to any act of Operator's personnel shall be directly borne by the Operator including all expenses/fines. The Operator / Operator's personnel shall attend the Court, as and when required, in the said matter.
3. By participating in the tender, the bidder promises to indemnify the authority or SSCL against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature.
4. Storing/supply/sale and consumption of drugs, cigarettes or any other such items are strictly prohibited in the Restaurant Premises. Any breach of such restrictions by the Operator will attract deterrent action against him as per statutory norms including termination of contract.
5. The Operator shall not begin any work on site prior to seeking approval from the authority. The Operator shall submit their proposals for approval to authority and must secure approval of the planned works before commencing any work. The bidder must ensure that all works on site are aesthetically pleasing. Authority reserves all rights to approve/reject the design/proposals of Operator.
6. The Operator shall not use the Restaurant premises for any other activity except for the purpose for which it has been provided for.

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7. The operation timings shall be from 6am to 11pm at night. These timings must be adhered to strictly by the service provider.
8. The service provider shall not deny service to anyone.
9. The Operator shall not use the space beyond the designated area for the restaurant to serve the customers.
10. Usually the menu and rates shall be left at the discretion of the Operator. However, in case the authority finds, for any reason it may deem fit, that any item or items should be removed from the menu, or their rates should be reduced, the operator shall have to comply with the directions of the authority.
11. Authority intends that L4 site should be operated as Chaupati where good quality and reasonable priced street food is available. The Operator of L4 site will have to select items and rates in manner consistent with the said intention of the authority.
12. Prior approval of the authority must be taken before undertaking any civil or structure construction at site. Before installing any temporary structures/fittings, the same shall have to be intimated to the authority. He shall have to comply with the directions of the authority. All constructions made at the site shall be temporary in nature and the operator must return the site "As received" at the end of contract tenure. During monsoon seasons, since flooding is observed on riverfront, the Operator of L1, L2 and L4 shall have to remove all equipment and non-permanent structures prior to start of monsoon season i.e. June 15th and he may resume the operations from 1st October of every year or any other date if so communicated by the authority.
13. In case of any emergency or issue, it is the responsibility of the bidder to have all the people at the restaurant premise(s) vacated.

Note: In case of Consortium or sub-contracting, the lead bidder or bidder is solely responsible for the obligations to be performed as an Operator during the period of Operation and Maintenance of the Restaurant.

Note2: Sub-letting shall be permitted only with prior approval of the authority. Further, a one-time fee of Rs. 50,000 (Rupees Fifty thousand) shall be paid by the bidder to the authority for each site sub-let. The duration of sub-letting cannot exceed the period of this contract and shall be co-terminus with this tender/contract. This one-time fee for sub-letting applies to the sites L1, L2 and L3 only.

5 INSTRUCTIONS TO BIDDERS

5.1 General Instructions to Bidders

1. The **Bidder** for qualification and selection may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid document should be full and complete in all respects. Failure to furnish all information required by the Bid documents or submission of a proposal not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of its proposal.
5. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of Bid Security and Performance security in the case of selected bidder.
 - a) “**Conflict of Interest**” is any situation that might cause an impartial observer to reasonably question whether Sole Bidder or any Consortium member actions are influenced by considerations of your firm’s interest at the cost of Government. The bidder agrees that it shall hold the SSCL’s interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the bidder foresees a Conflict of Interest that exist or may arise during the term of the agreement, the bidder shall notify SSCL forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

5.2 General terms of Bidding

1. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Operation and Maintenance Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Operation and Maintenance Agreement.
2. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
3. This RFP is not transferable.
4. It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from the Authority;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority.
 - d) agreed to be bound by the undertakings provided by it under and in terms hereof
5. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority
6. Any award of O&M pursuant to this RFP shall be subject to the terms of Bidding Documents.

5.3 Consortium Conditions

In case the Bidder is a Consortium, it shall comply with the following requirements:

- a) Number of members in a consortium shall not exceed 2 (Two) – Lead Bidder + Member
- b) The Bid should contain the information required for each member of the Consortium;

- c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”)
- d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to O&M obligations;
- e) An individual Bidder cannot at the same time be member of a Consortium submitting a Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting a Bid;
- f) Members of the Consortium shall enter into a binding Joint Bidding Agreement. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - i. clearly outline the proposed roles and responsibilities, if any, of each member;
 - ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project Financial Close of the Project is achieved in accordance with the Operation and Maintenance Agreement; and
- g) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

Change in composition of Consortium

1. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
2. Notwithstanding anything to the contrary contained in tender document, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

5.4 Costs of bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other

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utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

5.6 Verification and disqualification

1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
3. The Authority reserves the right to reject any Bid and appropriate the Bid Security at any stage of the tender process if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
4. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a) invite the remaining Bidders to submit their Bids, or
 - b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
5. If the Selected Bidder has already been issued the LOI or has entered into the Operation and Maintenance Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator , as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as

Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.

5.7 Clarifications

1. Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail to ssclsilvassa@gmail.com.
2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
4. To facilitate evaluation of Bidders, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
5. If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

5.8 Amendment of Bidding Documents

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by issuance of corrigendum/ addendum through dnhtenders.gov.in shall be part of the Bidding Document and shall be available online.

In order to afford the Bidders a reasonable time for taking a Corrigendum/addendum into account for preparing their bids, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

5.9 Bid Security

1. The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-5 (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
2. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case not later than 45 days from the date of issuance of LOI to the Selected Bidder.
3. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Operator signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Operation and Maintenance Agreement.
4. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Operation and Maintenance Agreement, or otherwise, if
 - a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in Fraud and Corrupt Practices section;
 - b) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - c) the Selected Bidder/Operator fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOI; or
 - ii. to sign the Operation and Maintenance Agreement; or
 - iii. to furnish the Performance Security

Exemption for EMD: The bidders desiring for exemption of EMD must provide Bid Security Declaration as per Annexure.

5.10 Pre-Bid Meeting

Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Bidders have to submit the queries to “ssclsilvassa@gmail.com” before the pre-bid meeting in excel in the below format.

S.No	RFP / Draft Contract Agreement	Section / Clause No.	Clause as per RFP	Clarification Sought	Response

5.11 Miscellaneous

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

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6 BRIEF DESCRIPTION OF BIDDING PROCESS

1. The Authority has adopted a two-stage bidding process (the “**Bidding Process**”) for selection of the Bidder for award of the Project.
2. The Bidders are required to submit their Bids (the “**Bids**”) in two envelopes (i) Documents requested in the General Assessment, and (ii) Financial Bid.
3. Along with submitting the Bid, the Bidder shall pay to the Authority a sum of Rs. 1,000 (Rupees One Thousand Only) as the cost of the RFP process. The cost is to be paid in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of “CEO, Silvassa Smart City Limited” drawn in a Scheduled Bank, payable at Silvassa, Dadra and Nagar Haveli.
4. The first stage of the process involves General assessment. General Assessment is to check the qualifications of the interested parties/consortia who submit a bid in accordance to the provisions of this RFP.
5. At the end of General Assessment, the Authority expects to announce a short-list of Bidders who shall be eligible for opening and evaluation of the Financial Bid which is the final stage of evaluation.
6. The Bidding Documents include the Operation and Maintenance Agreement for the Project. Any addenda/ corrigendum issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
7. A Bidder is required to deposit, along with its Bid, a bid security of Rs. 10,000/ (Rupees Ten Thousand Only) (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Operation and Maintenance Agreement. The Bidders shall have to provide Bid Security in the form of a bank guarantee acceptable to the Authority.
8. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.
9. **Quarterly Rental** – As consideration of Operation & Maintenance of the Project site/land, the Operator is required to pay to the Authority an Quarterly Rental in advance for the subsequent quarter for entire operation period as per provisions of the Operation and Maintenance Agreement.
10. Bid Criteria - Bids will be invited for the Project on the basis of the Annual Rental (the “**Annual Rental**”) payable to the Authority. Annual Rental shall constitute the sole criteria for evaluation of the Bids. The Bidder can quote for a minimum of 1 site and maximum of 4 sites. (Refer ‘**Site**

Locations' section mentioned in the RFP for details on the 4 sites). For each site the Bidder who quotes the highest Annual Rental shall be declared as the selected bidder (the "**Selected Bidder**").

11. Payment of the Annual Rental shall be commenced from date of Signing of Agreement as defined in the Operation and Maintenance Agreement and shall be payable in terms of provisions of the Operation and Maintenance Agreement. In case the Bidder quotes the Annual Rental below the minimum rental, then its Financial Bid shall not be considered and summarily rejected. In this Bid Document, the term "Highest Bidder" shall mean the Bidder who is offering the highest Annual Rental for each site. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may in accordance with the process specified in this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
12. The Operator shall, in consideration of its investment and services, be entitled to charge the users of the Project as per market driven rates depending upon the services provided to the users.
13. Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
14. Any queries or request for additional information concerning this RFP shall be submitted by e-mail (E-mail: ssclsilvassa@gmail.com) so as to reach the officer designated. The envelopes/ communication shall clearly bear the following identification/ title:
15. "Queries/Request for Additional Information: RFP for Operation and Maintenance of Restaurants at Silvassa River front, Silvassa, Dadra and Nagar Haveli – 5th Call"

7 PREPARATION AND SUBMISSION OF BIDS

7.1 Format and signing of bid

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The Bid documents shall be signed by the authorised signatory of the Bidder who shall also initial each page of the Bid (including each Appendix) in blue ink. In case of printed and published documents, only the cover shall be initialed.. The Bid documents shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

7.2 Sealing and marking of Physical Bids

The Bid shall be submitted in two separate physical envelopes as under; placed in an outer envelope:

a) Envelope I: General Assessment

b) Envelope II: Financial Bid

Envelope I shall be named as “**Envelope I: General Assessment for Open Air Restaurant at Riverfront, Silvassa- 5th Call**”. Envelope II shall be named as “**Envelope II – Financial Bid for Open Air Restaurant at Riverfront, Silvassa-5th Call**”. Both the envelopes shall be placed inside the Outer Envelope. The Outer Envelope shall be sealed, labelled as “**BID for Open Air Restaurant at Riverfront, Silvassa- 5th Call**” The Bid Due Date should be indicated on the right-hand top corner of each of the envelopes.

Outer Envelope shall be addressed to:

The CEO,
Silvassa Smart City Limited, Silvassa, UT of DNH, India
Pin: 396230
E-mail: ssclsilvassa@gmail.com.

For the purpose of the RFP, the following is the contact person/officer
The CEO,
Silvassa Smart City Limited, Silvassa, UT of DNH, India
Pin: 396230
E-mail: ssclsilvassa@gmail.com

7.3 Contents of the Envelope

Envelope I shall contain the following documents

S.No	Document Required	Submitted (Yes / No)	Page No. in the submitted Bid
1.	Demand Draft issued by one of the Nationalized/Scheduled Banks in India for Rs. 1,000/- (Rs. One Thousand Only) in favour of “CEO, Silvassa Smart City Limited” drawn in a Scheduled Bank, payable at Silvassa, Dadra Nagar Haveli as Tender Fee		
2.	Bid Cover letter (Appendix-1)		
3.	Power of Attorney for signing of Bid (Appendix-2)		
4.	Power of Attorney for Lead Member of Consortium, in case of Consortium (Appendix-3)		
5.	Joint Bidding Agreement (Appendix-4), in case of consortium		
6.	Bank Guarantee for Bid Security (Appendix-5)		
7.	Undertaking for no-blacklisting as on the bid submission date (Appendix-6)		
8.	Particulars of the Bidder (Appendix-7)		
9.	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for at least one of the financial years from FY2018-2019, FY 2019-2020 or FY2020-2021 (Appendix-9)		
10.	Undertaking of experience in running a restaurant or catering for at least one year in last 3 years (Appendix-9) Last 3 years are considered as follows: FY2018-2019, FY 2019-2020 and FY2020-2021		

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11.	Certificate of Incorporation / Registration under Companies Act 1956/2013/ Shop establishment Certificate / certified copies of partnership deed		
12.	A copy of the Draft Operation and Maintenance Agreement (Vol II of the RFP) along with corrigendum/addendum/clarification (if any) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		
13.	Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed		
14.	Copy of FSSAI License of bidder		

Envelop II shall consist of following documents

1. Bid Letter and format as per Format for Financial bid duly filled in to quote the “Annual Rental exclusive of taxes” payable to the Authority.

7.4 Instructions for online bid submission

Bidder shall upload soft copy all the necessary documents mentioned under Envelop I for General Assessment before the online bid submission deadline.

For the purpose of online submission, bidder shall use the online excel format for Commercial bid.

7.5 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

7.6 Bid Due Date

Bids should be submitted before the Bid Due Date/time at the given address. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum.

7.7 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

7.8 Modifications/Substitution/Withdrawal of Bids

The Bidder may cannot modify or substitute the bid once submitted. Bidder may withdraw in participating the further process of the bid once submitted by submitting a letter of withdrawal to the Authority before the bid due date. However, the Bid security shall be forfeited in the case of withdrawal.

7.9 Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul or modify the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

7.10 Validity of bids

The Bids shall be valid for a period of not less than 180 (One hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority

7.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

8 EVALUATION OF BIDS

8.1 Opening and Evaluation of Bids

1. The Authority shall open the General Bid as per the location, date and time as mentioned in the 'Notice Inviting Bid' in the presence of the Bidders who choose to attend.
2. Bids for which a notice of withdrawal has been submitted shall not be opened.
3. The Authority will subsequently examine and evaluate Bids as per the process defined in the RFP
4. Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
5. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project experience for evaluation.

In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from consideration for further evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid and forfeit the security.

8.2 Test of responsiveness

Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a) it is received as per formats prescribed in Appendices along with supporting documents
- b) it is received by the Bid Due Date including any extension thereof
- c) it is signed, sealed, bound together, and marked as stipulated in "Section: Preparation and Submission of Bids"

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- d) it is accompanied by the Bid Security as specified in the RFP document;
- e) it contains the Demand Draft issued by one of the Nationalized/Scheduled Banks in India for Rs. 1,000/- (Rs. One Thousand Only) in favour of “CEO, Silvassa Smart City Limited” drawn in a Scheduled Bank, payable at Silvassa, Dadra Nagar Haveli towards the Bid Processing Cost;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in violation of terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

9 CRITERIA FOR EVALUATION

9.1 General Assessment

Sr No.	Parameter	Document Proof	Applicable to
1	The bidder or in case of Consortium (Lead Bidder) should be either a company registered under the Indian Companies Act 1956/2013/ Shop establishment Certificate or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 or Sole Proprietorship and should be operational at least for one year in last 3 years as on date of publishing of this document.	Certificate of Incorporation / Registration under Companies Act 1956/2013/ Shop establishment Certificate / certified copies of partnership deed	<ul style="list-style-type: none"> • Sole Bidder • Lead Bidder, in case of consortium
2	The Annual turnover (TO) of the Bidder (or Lead Bidder in case of Consortium) in at least one of the Financial Years in the last 3 Financial years (FY 2018-19, FY 2019-20, FY 2020-21) should be minimum Rs. 25 (Twenty-Five) Lakhs from Restaurant or Food Catering business*.	<p>Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years</p> <p>* Catering business is defined as preparation of food and delivery for off-site consumption.</p>	<ul style="list-style-type: none"> • Sole Bidder • Lead Bidder, in case of consortium
3	The bidder (or Lead Bidder in case of Consortium) should have demonstrable experience of running of restaurant or food catering business* for at least one (01) year in the last 3 Financial Years.	<p>Undertaking by the authorized signatory of bidder.</p> <p>The Bidder should furnish the required Project-specific information and</p>	<ul style="list-style-type: none"> • Sole Bidder • Lead Bidder, in case of consortium

	Last 3 financial years are considered as follows: FY 2018-19, FY 2019-20, FY 2020-21	experience, as per format at Appendix-10	
4	The bidder should have the FSSAI license	Copy of FSSAI License of bidder	<ul style="list-style-type: none"> • Sole Bidder • Any member, in case of consortium
5	The bidder (in case of Consortium, all members of Consortium) should not be blacklisted or terminated by any Central / State Government Department and Central/State Public Sector Units (PSUs) in India as on the bid submission date.	Undertaking by the authorized signatory	<ul style="list-style-type: none"> • Sole Bidder • All members, in case of consortium

1. In case of a Consortium, the combined technical capacity, should satisfy the above conditions of eligibility.
2. **O&M of Project:** The Operator shall operate and maintain the Project in accordance with the Operation and Maintenance Agreement either by itself, or through an O&M contractor/entity which has the requisite O&M experience, as required in the document by entering into agreement for minimum 2 years and extendable by one year from O&M Handover Date as defined in the Operation and Maintenance Agreement , for operation and maintenance of the Project. The copy of said agreement shall be submitted to the Authority.

The Bidder shall enclose with its Bid, to be submitted as per the formats in the Appendices

9.2 Financial Bid

1. The Financial Bid should be furnished in the given format , clearly indicating the Annual Rental exclusive of taxes in absolute amount in Rupees in both figures and words and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. **A minimum quotation of Annual Rental as per the below table for corresponding site shall be quoted. The bidders can/may quote a higher annual rental for each site that they bid for. A Bidder may quote for all four sites.**

S.No	Site	Minimum Annual Rental in INR*
1	L1	108,000
2	L2	108,000
3	L3	216,000
4	L4	72,000

*The bidders must quote the minimum rental for corresponding site as per above table. The bidder can/may quote a higher amount for any site.

- Bidders would be ranked in the descending order of the Annual Rental furnished by the Bidders.

Note: The annual rental of each site will be increased by 10% every year for the tenure period of the contract.

9.3 Selection of Bidder

- In the event that two or more Bidders quote the same Annual Rental (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOI, and the next eligible Bidder may be considered.
- After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall cause the prospective Operator to execute the Operation and Maintenance Agreement within the period. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Operation and Maintenance Agreement. The Selected Bidder/Operator shall submit the Performance Security for respective site(s) in the form of bank guarantee in favour of the Authority as per provisions of Operation and Maintenance Agreement.

10 FRAUD AND CORRUPT PRACTICES

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Operation and Maintenance Agreement, the Authority may reject a Bid, withdraw the LOI, or the Authority may terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.
2. Bidder or Operator as stated in above clause shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) **“corrupt practice”** means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Operation and Maintenance Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
 - ii. or save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Operation and Maintenance Agreement, as the case may be, any person in respect of

any matter relating to the Project or the LOI or the Operation and Maintenance Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“unfair practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11 FORMATS FOR GENERAL ASSESSMENT BID SUBMISSION

11.1 Appendix-1: Bid Cover Letter

Bid Cover Letter

(to be submitted on bidder's letter head)

Date:

To,

The Chief Executive Officer,
Silvassa Smart City Limited (SSCL)
1st Floor, Smart City Office, New SMC building,
U.T. of Dadra & Nagar Haveli,
Silvassa, 396230

Sub: Bid for Operation and Management of Restaurant at Silvassa, Dadra Nagar Haveli ("Project") – 5th Call

Dear Sir,

Having examined the Bid document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Operations and Management as required and outlined in the Bid document for the Bid for Operation and Management of Restaurant at Silvassa, Dadra Nagar Haveli ("Project") – 5th Call. We attach hereto our responses to General Assessment and Financial bid as per Bid requirement. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to SSCL, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SSCL in its shortlisting and Evaluation process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed/ disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document (and subsequent clarification/corrigendum, if any) and also agree to abide by this tender response for a period of 180 days from the Bid Opening Date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form as prescribed in the Bid document.

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response without specifying the reason for the same.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/ organization “<Name of the Organization>” and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

11.2 Appendix-2: Power of Attorney

(To be submitted on Rs.300/- stamp paper)

Power of Attorney for signing of Bid

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/ the Lead Member of our Consortium 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 Bid for selection and submission of our bid for the Operation and Maintenance of Restaurant at Silvassa, Dadra Nagar Haveli Project – 5th Call proposed or being developed by the Silvassa Smart City Limited (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in pre-bid and other bidder conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Operation and Maintenance 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 bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Operation and Maintenance Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

11.3 Appendix-3: Power of Attorney – Consortium

(To be submitted on Rs.300/- stamp paper)

Power of Attorney for Lead Member of Consortium

Whereas the Silvassa Smart City Limited (“the Authority”) has invited Bids from interested parties for the Operation and Maintenance of Restaurant at Silvassa, Dadra Nagar Haveli on (the “Project”) – 5th Call.

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the, Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, and M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project/O&M/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, accept the Letter of Intent, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Operation and Maintenance Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Consortium.

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

11.4 Appendix-4: Joint Bidding Agreement - Consortium

Joint Bidding Agreement

(To be submitted on Rs.300/- stamp paper)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013/ or a Society registered under the Societies Registration Act, 1860 or Limited Liability Partnership registered under Limited Liability Partnership Act, 2008 and having its registered office at }

The above mentioned companies are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) SILVASSA SMART CITY LIMITED (SSCL), Represented by its Chief Executive Officer and having its principal office at New Silvassa Municipal Council, has invited Bids (the “**Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for Operation and Management of Restaurant at Riverfront in Silvassa Dadra Nagar Haveli on (the “**Project**”) – 5th Call.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Operation and Maintenance Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Operation and Maintenance Agreement.

2. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force in accordance with the Operation and Maintenance Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD Member by:

SIGNED, SEALED AND DELIVERED

SECOND Member

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

11.5 Appendix-5: Bank Guarantee for Bid Security

Bank Guarantee for Bid Security

Date:

To,

The Chief Executive Officer,
Silvassa Smart City Limited (SSCL)
1st Floor, Smart City Office, New SMC building,
U.T. of Dadra & Nagar Haveli,
Silvassa, 396230

Sub: Bid for Operation and Management of Restaurant at Silvassa, Dadra Nagar Haveli ("Project") – 5th Call

Dear Sir,

WHEREAS (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated<---->, (hereinafter referred to as "the Agreement for Operation and Management of Restaurant at Silvassa, Dadra Nagar Haveli ("Project") – 5th Call " against Tender No. <-----> for the SSCL.

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

We <<name of Bank>> having our Registered office at <<address>> (hereinafter called "the Bank") are bound unto the << SSCL >> (hereinafter called "the Purchaser") in the sum of Rs. <<amount in figures>> (Rupees <<amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. If the bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call

note that the amount claimed is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<date>> and including <<no. of days>> over and above the days mandated in the RFP from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<amount in figures>> (Rupees <<amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

11.6 Appendix-6: No-Blacklisting

Self-declaration for No blacklisting

<<To be printed on Rs. 300/- Stamp Paper>>

(To be filled by Sole Bidder / Each member of Consortium)

Date: DD/MM/YYYY

To,

The CEO,
Silvassa Smart City Limited (SSCL),
1st Floor, Silvassa Municipal Council (New SMC Building),
Silvassa – 396230

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for
“Selection of Vendor for Open Air Restaurants at Riverfront, Silvassa, Dadra and Nagar Haveli – 5th Call”,
as an Owner/Partner/Director of _____, I/We hereby declare that presently our
Company/Firm <Name of the company/ Organization> is having unblemished record and is not declared
ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any
State/ Central Government/PSU.

We further declare that presently our Company/Firm <Name of the company/ Organization> is not
blacklisted and not declared ineligible for any reasons other than corrupt and fraudulent practices by any
Central / State Government Department and Central/State Public Sector Units (PSUs) in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken,
my/ our security may be forfeited in full and the tender if any to the extent accepted can be cancelled.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call

Address :

Date :

Place :

Seal of the Organization :

11.7 Appendix-7: Particulars of Bidder

Particulars of the Bidder

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

1.
 - (a) Organisation Name:
 - (b) Country of incorporation/registration:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business (Enclose incorporation Certificate):
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

S/N	Name of Member	Role Description
1.		
2.		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax:

E-mail Address :

11.8 Appendix-8: Certificate for Turnover

Turnover of the Bidder from Restaurant Business

(Auditor's certificate to be submitted)

(In Rs. Lakhs)

Bidder type	Turnover		
Sole Bidder / Lead Bidder (In case of consortium)	FY 2018-2019	FY 2019-2020	FY 2020-2021

Instructions:

1. The Bidder/ Lead bidder (In case of consortium) shall attach copies of the balance sheets and financial statements of at least one of the last 3 (three) financial years preceding the Bid Due Date.
2. The turnover mentioned in the above give format shall be turnover over from the Restaurant business or food catering business.

11.9 Appendix-9: Project Experience

Project-specific Experience of the Bidder

(To be submitted on Bidder/ Lead Member of Consortium letterhead)

Sole Bidder / Lead Bidder (In case of consortium)	Location	Operation from date	Operation to date	Total No. of operational years
Project 1				
Project 2				
Project 3				

11.10 Format for EMD Exemption Declaration

(To be submitted on Bidder/ Lead Member of Consortium letterhead)

BID SECURITY DECLARATION

I, _____ (Name) the
_____ (Designation) of M/s _____
(Company name) hereby declare that we will not withdraw or modify our bid during the period of validity.
If we withdraw or modify our bids during period of validity etc., we will be suspended for the time as
determined by the procuring authority.

(_____ Name _____)

Designation with seal

12 FORMAT FOR FINANCIAL BID SUBMISSION (For Physical Bid)

Letter comprising the Financial Bid

(To be submitted on Bidder/ Lead Member of Consortium letterhead)

Dated:

To,

The Chief Executive Officer,
Silvassa Smart City Limited (SSCL)
1st Floor, Smart City Office, New SMC building,
Silvassa, 396230

Sub: Financial Bid for Operation and Management of Restaurant at Silvassa, Dadra Nagar Haveli (“Project”) – 5th Call

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, 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. The **Annual Rental has** been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation and Maintenance Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
3. I/ We shall keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date specified in the RFP.
4. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Operation and Maintenance Agreement:

Request for Proposal for Open Air Restaurant at Riverfront, Silvassa, Dadra and Nagar Haveli- 5th Call

- (a) *I/We offer an Annual Rental of (in figures) (in words) for Site L1.*
- (b) *I/We offer an Annual Rental of (in figures) (in words) for Site L2.*
- (c) *I/We offer an Annual Rental of (in figures) (in words) for Site L3.*
- (d) *I/We offer an Annual Rental of (in figures) (in words) for Site L4.*

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member

13 SITE LOCATIONS

Existing Site – L1 & L2

L1 & L2 are 2 sites located upstream of the bridge on the riverfront. The total area of L1 and L2 is 600 sq. mt.

Site Location



Existing Site – L3

The site is located on the northern periphery of the riverfront. The area of this site is approximately 1700 sq.mt.

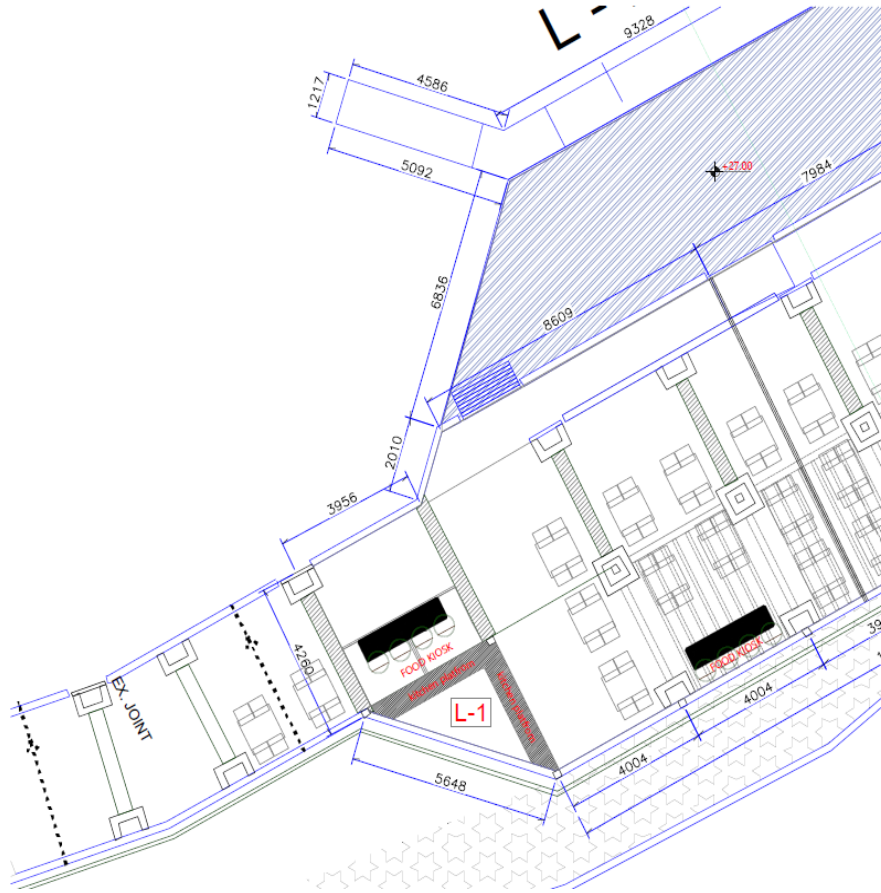
Site Location

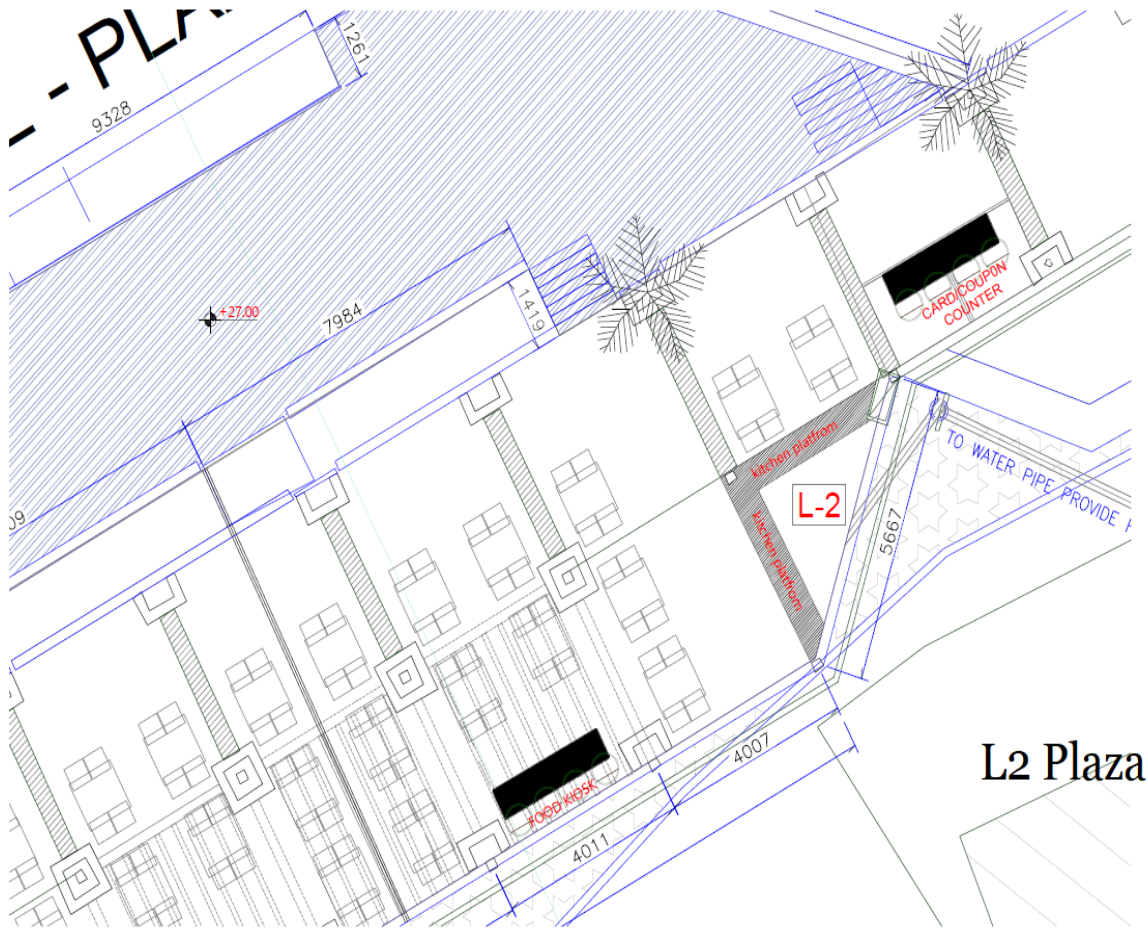


Site L4

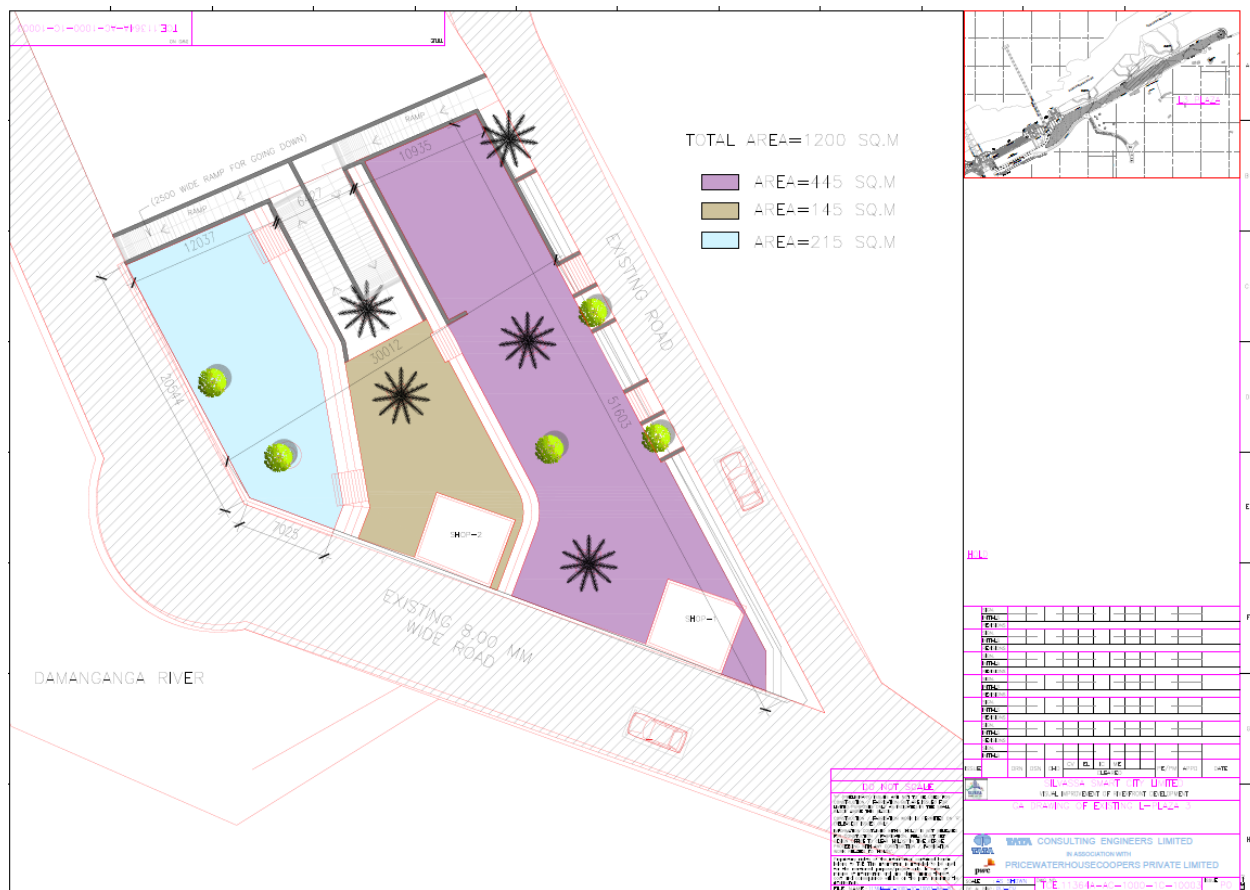
This is the site under the bridge and at this site a maximum of 6 food carts or food trucks or equivalent temporary arrangement (preferably mobile) shall be allowed. Alternately, the bidder may create a temporary structure, in a maximum area as defined in the image for L4. The area of the L4 site is approximately 40 square meters.

L1 Plaza





Site L3



Site L4

