

Request for Proposal

For

**Selection of Operator for Operation, Maintenance  
and Management of Millet Cafe at secretariat  
(Mantralaya)**

Issued By:

Managing Director

Chhattisgarh State Minor Forest Produce (Trading and  
Development) Co-operative Federation Limited

## Press Note

	<b>CHHATTISGARH STATE MINOR FOREST PRODUCE (T&amp;D) CO-OPERATIVE FEDERATION LTD.</b> VAN DHAN BHAWAN NAVA RAIPUR ATAL NAGAR, PHONE NO. (0771) 2513100 E-mail: <a href="mailto:mfpfed.cg@nic.in">mfpfed.cg@nic.in</a> ; Website: <a href="http://www.cgmfpfed.org">www.cgmfpfed.org</a>		
	<b>S.no./Fed/T.F/Project/2023/MCA II</b> <span style="float: right;"><b>Date 14.03.2023</b></span> <b>Tender Notice</b> <b>Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis</b> C.G. MFP Fed. invites proposal from eligible bidders in prescribed format.		
<b>Bid Round</b>	<b>Date from which RFP can be downloaded from website</b>	<b>Last Date of Submission of Tender</b>	<b>Date of Opening of Technical Bid</b>
First	15-03-2023	04-04-2023 by 3:00 Pm	04-04-2023 by 4:00 Pm
Second	10-04-2023	17-04-2023 by 3:00 Pm	17-04-2023 by 4:00 Pm
Third	20-04-2023	27-04-2023 by 3:00 Pm	27-04-2023 by 4:00 Pm
The eligibility criteria, terms and conditions and other details are set out in the RFP document which can be downloaded from the website <a href="http://www.cgmfpfed.org">www.cgmfpfed.org</a> . Modification / Amendment / Corrigendum to the Tender document, if any, shall be uploaded on the website only.			
<b>Managing Director</b>			

## Important Dates

2.	Last Date for Submission of Bid (Bid Due Date)	04-04-2023 before 3:00 PM
3.	Date of Opening of Technical Proposal	04-04-2023 at 4:00 PM

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

## Contents

DISCLAIMER .....	4
IMPORTANT INFORMATION .....	6
Section 1 – Background and Project Brief .....	7
Section 2 Terms of Reference and Scope of Work .....	8
Section 3 – Minimum Eligibility Criteria .....	12
Section 4 Instructions to Bidders .....	13
Section 5 – EVALUATION OF BIDS .....	21
Section 6 – Key Clauses of the License Agreement .....	24
Annexure 1- PROPOSAL COVERING LETTER.....	30
Annexure 2- General Information of the Bidder .....	32
Annexure 3- Power of Attorney for Signing of Proposal .....	34
Annexure 4- TECHNICAL CAPACITY OF THE BIDDER.....	36
Annexure 4 (A)- LIST OF ELIGIBLE PROJECTS.....	37
Annexure 4 (B)- Financial Capacity of the Bidder.....	39
Annexure 5 Checklist of Documents submitted with the Technical Bid.....	40
Annexure 6- Location Map .....	41
Annexure 7- Financial Proposal.....	43

## DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the **Authority** or any of their employees or advisers, is provided to Applicants 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 **Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited (the Authority)** to the prospective Applicants 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 Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness 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 in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP. Authority may in its absolute discretion, but without being under any obligation to do

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

### IMPORTANT INFORMATION

1.	Name of the project	Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya), Nava Raipur
2.	RFP issued by	Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited
3.	Date of issue of RFP	<b>14-03.2023</b>
4.	Period of Contract	Three (3) years from the date of Execution of License Agreement
5.	Cost of RFP Documents	INR. 1000.00 (One Thousand) in form of DD drawn in the favour of "Managing Director" Chhattisgarh State Minor Forest Produce Co-operative Federation Limited
6.	Earnest Money Deposit	INR. 10,000.00 (Ten Thousand only) in the form of DD drawn in the favour of "Managing Director" Chhattisgarh State Minor Forest Produce Co-operative Federation Limited
7.	Performance Security	INR. 1,00,000.00 (One Lakh only) in the form of DD has to be submitted prior to the execution of license agreement
8.	Last date and time of Submission of bid	<b>04-04-2023 before 3:00 PM</b>
9.	Opening of Technical Bid	<b>04-04-2023 by 4:00 PM</b>
10.	Opening of Financial Bid	Time & Date will be intimated later
11.	Place of obtaining RFP Documents	The tender can be downloaded from district administration website: <a href="https://www.cgmpfed.org/">https://www.cgmpfed.org/</a>
12.	Email for Correspondence	<a href="mailto:mfpfed.cg@nic.in">mfpfed.cg@nic.in</a>

## Section 1 – Background and Project Brief

### 1. Background and Project Brief

Government of Chhattisgarh has launched "Millet Mission" initiative in the year 2021 aimed to increase the yield of these crops (Kodo Kutki and Ragi), ensure good procurement arrangements and take them to the city markets after processing. In the present times, there is a need to increase food diversity in diet to address the problem of lifestyle diseases and malnutrition. The Millet Mission started in Chhattisgarh will prove to be a milestone in this direction and hence to promote consumption of Millet based food, which is one of the objectives of millet mission, Government of Chhattisgarh has decided to open Millet Cafe outlets across the State. These Millet Cafes shall exclusively serve Millet based Food items. Chhattisgarh Minor Forest Produce Co-operative Federation is the implementing agency for establishing the Millet café outlets across the State.

With above backdrop, sealed tenders are invited for Operation, Maintenance and Management of Millet Cafe at Secretariat (Mantralaya). As per Minimum Eligibility Criteria defined in the tender document.

The details of shops are as follows –

S. No	Particulars	Details
1	Approximate Built-up area of Shop (in Sq. ft.)	Kitchen Area- 400 Sq. ft. Dining Area- 1200 Sq. ft. *Total Area- 1600 Sq. Ft. (Approx.)
2	Location Address	Secretariat (Mantralaya), Sector 19, Rakhi-1, Atal Nagar, Nava Raipur Chhattisgarh 492101
3	District	Raipur
4	EMD (in Rupees)	10,000.00 (Ten thousand only)
5	Cost of Tender Document (in Rupees)	1000.00 (One thousand only)

\* Note: The Project Area is tentative and can be increased or decreased up to 10% at the time of handing over of possession

The indicative layout plan/map of shop is attached at Annexure 6. The usage of the shop/space awarded to the selected operator will be governed by the provisions of the RFP and the License Agreement signed between Authority and Operator. The Operator shall not have any claim and/or ownership rights for the space allotted. Rental property provisions of Municipal Corporation Act and other relevant act must be followed by the Operator.

## **Section 2 Terms of Reference and Scope of Work**

### **2. Terms of Reference and Scope of Work**

#### **2.1 Roles, responsibilities, and Obligations of Operator**

- a. The Operator will mandatorily serve only Millet based Food items at the Millet Café
- b. Permissible activities in the Shop- The Operator shall prepare, serve and sale millet-based food and beverage item as per the below mention list:
  1. Millet based Fast Food and Snacks
  2. Millet Based North Indian cuisine
  3. Millet Based South Indian cuisine
  4. Millet Based Bakery Items
  5. Tea, Coffee and Soft drinks (CG Herbals Brand, SHG Brands and other brands)
  6. Ice cream (CG Herbals Brand, SHG Brands and other brands)
  7. Beverages of CG Herbals Brand and other brands prepared by SHG's is mandatory to be kept for sale at the Millet Café
  8. Tea, coffee, soft drinks, ice cream of other brands are allowed to be kept for sale at the Millet Café outlet
  9. Millet based ready to eat food items of CG Herbals Brand and Brands prepared by SHGs
  10. Any other Millet based food and beverage item after obtaining prior approval from Authority
- c. The raw material i.e., Millets (Kodo, Kutki, Ragi etc.), required at the Millet café outlet for preparation of Millet based Food items, which are available with CGMFPFED, will have to be purchased from CGMFPFED
- d. The Operator will have to keep a separate dedicated counter for sales of CG Herbals products at the Millet Café outlet
- e. CG Herbals products will be provided on 15 % discount on the MRP by the Distributor of CG Herbals at the Millet Café outlet. The minimum order value of CG Herbals products should be Rs. 5000/- for each purchase order placed by Operator.
- f. The Operator will ensure timely payment of rent to the Authority on quarterly basis in advance for the Shop/Space provided by the Authority for Millet Café Outlet. The License Fee quoted by the Operator shall not undergo any change and shall remain the same throughout the license period.
- g. The Operator shall be responsible for Installation of furniture required in the kitchen and dining area, required electrical, other appliances and required utensils required for smooth operation of Millet Café
- h. The Operator will appoint, train and maintain its own staff/human resources for operating the Millet Café outlet
- i. The Operator will arrange its own finances to run/operate the Millet Café
- j. The Millet Café outlet shall be kept open and operational to the customers for timing 9:00 AM to 6:00 PM throughout the year or the timing as decided mutually between Authority and Operator.
- k. Deployment of staff and its management as per the provision of Agreement and prevailing laws of Central and State Government.



Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

- l. The Operator shall secure all the required approvals permissions, NOC from the competent authority within one months from the date of execution of License Agreement.
- m. The Operator will source gas, utensils, refrigerator, ovens, food ingredients, service staff, labour etc. at their own cost, prepare the food items in the kitchen based at the allotted space in a hygienic manner. The serving crockery, cutlery etc. will be provided by the Operator. The staff should have a proper uniform and wear gloves and caps for hygiene. No such employee/ persons engaged/deployed will be below 18 years of age.
- n. The Operator shall use only good quality/ reputed brands ingredients/grocery items to prepare Millet based food items. Cooking should be done in reputed brand of refined oil bearing Agmark & authenticated by FSSAI wherever available. The Millet based food preparation should be done under hygienic conditions
- o. The Operator shall prepare and sale the food items as per the Food Safety and Standards Authority of India (FSSAI) and standards related to Food preparation, serving and sale of Millet based food items and other permissible food items at the Millet Cafe
- p. Ensure safety and security of Shop and its premises as per good industry practice.
- q. Cleaning of shop and its premises and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
- r. Tobacco and Alcoholic products are strictly prohibited in the allotted Shop/Space and its premises.
- s. The site shall be used only for purpose for which it is allotted and any violation on this account may entail resumption of the site without any compensation to the Operator
- t. The Operator at all times shall be obligated to maintain the licensed/rented space in operational condition and shall be required to provide services of excellent quality at par with the industry standards. The Operator shall at all times keep the Licensed Premises and services provided therein and shall be bound to make available the complete services as per the requirements/directives of the Authority/its authorised representatives.
- u. The Operator shall not be allowed to do any alteration or modification to licensed/rented structure.
- v. The Operator shall be liable to cure or rectify the structural damage to licensed/rented project at its own cost for any damage to licensed/rented structure due to negligence or fault of Operator in a specified time period decided by Authority.
- w. The Operator shall be liable to pay all the electricity charges and water charges directly to the Concerned Agencies. In event of any default being committed by Operator in making such payment of any such taxes, fee or charges and the Authority being forced to make such payment, the Operator shall make such payments to Authority along with penal charges as per clause mentioned below
- x. The Operator should undertake to ensure compliance with the requirements of Minimum Wages Act, Contract Labour Act, 1970, EPF, ESI and also abide by all the other statutory requirements necessary in this regard. Federation would neither involve itself in any matters nor be responsible, for any shortcomings arising out of the non-compliance of the necessary regulations / laws. The Operator indemnifies the Federation against all monetary or other benefits to which his personnel are entitled to during the period of employment or in relation to employment under various labour laws such as minimum wages act etc. or such other statutes as applicable from time to time. Federation shall have no priority with the persons deployed by the Operator in execution of the contract work.
- y. CGMFPFED will have option to terminate the contract if the Operator commits the breach of any of the conditions confined in this contract and fails to render the services to the

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

satisfaction of CGMFPFED after giving notice of one month expressing its intention to terminate the contract.

- z. The Operator shall ensure that the food items supplied are as per the standards of fitness prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities (for e.g., by the food inspectors/ food dept.), the same shall be borne by the Operator and Authority will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the Operator. The Operator shall be personally and solely responsible for any consequences and financial liability due to food poisoning. Besides recovery of the entire payment received during such period, during which such food poisoning has occurred, Authority may initiate further stringent action, as he may deem fit.
- aa. Authority's authorized official shall have the right to inspect the kitchen of the Operator without giving prior notice. If during the inspection, the Operator is found to be violating the norms and standards related to hygiene, safety and quality standards, such violation shall be penalized.
- bb. The Operator shall to the satisfaction of the Authority, attend to the following:
  - a) Cleaning of the areas used such as Kitchen area, Pantry area etc.
  - b) Good condition and presentable crockery, cutlery, glassware, Kitchen items and other required utensils will be arranged by the Operator
  - c) The Operator at his own expense shall arrange all consumable and cleaning materials for cleaning.
- cc. Disposal of Waste/garbage
  - I. The Operator shall ensure disposal of the collected waste on daily basis. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight
  - II. It shall be the responsibility of the Operator to segregate and dispose off garbage at least twice a day and/or at any time when garbage accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost and as per prescribed norms/practices by the local authority, if any.
  - III. Dust, waste materials shall be collected in proper bins and disposed off immediately. Plastic bags shall be used in all dust bins at the Millet Café outlet for easy collection and disposal, so that the dust bins are maintained neat and clean and in a hygienic condition.
  - IV. The Operator shall arrange trolley/transportation arrangements etc. for disposal of waste material/garbage etc. to be disposed off beyond the premises of Mantralaya, up to authorised Municipal dumping yard/ground at its own cost.
- dd. The Operator shall be solely responsible for all injury to the workmen that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The Operator shall duly indemnify Federation and hold Federation harmless in respect of all and any such expenses arising from all such injuries or damages to any person (s) as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
- ee. The Operator shall not allow to use the project premises or any part thereof for branding in any manner for advertise, display or reflect any brand or name of any entity. However, the Operator is allowed to put one signage to showcase the name of the facility with prior approval of Authority

## 2.2 Roles, responsibilities, and Obligations of Authority

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

- i. The Authority will provide space for Millet Café outlet at the Secretariat (Mantralaya) comprising a fully constructed Kitchen area and Dining area and rest of the arrangements (i.e., Furniture for Dining area and kitchen area, electrical appliances, refrigerator, gas, utensils for cooking and serving etc.) required to make the Millet café operational shall be operators responsibility and the cost of the same shall be borne by the Operator.
- ii. For the use of electricity, the Operator will pay consumption charges to the concerned agencies.
- iii. The Authority will extend necessary support to the Operator for smooth operation of the Millet Café outlet

## **Section 3 – Minimum Eligibility Criteria**

### **3. Eligibility Criteria**

- a) The Bidder should be a single entity. The term Bidder used herein would apply to only a single entity.
- b) The Bidder may be a natural person, private entity or government owned entity.
- c) The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process as per the Clause 4.14 of this RFP document.

**To be eligible for selection, the Bidder shall fulfil the following condition of eligibility:**

#### **3.1 Technical Qualification Criteria**

- I. A) Technical Capacity  
The Bidder shall have experience of running/operating any of the Eligible Projects for at least last three financial years ending March 2022(i.e., 2019-20, 2020-21, 2021-22)

- B) Financial Capacity

Minimum Annual Turnover of INR 10 lakhs (Rupees Ten lakhs only) in Eligible Projects in the past three (3) i.e., 2019-20, 2020-21, 2021-22. And,

Eligible Projects for purpose of evaluation shall be Business of Hotels, Dhaba's, Catering, Restaurants, Cafés, Takeaways, Canteens.

OR

- II. A) Start-up recognized by Department for Promotion of Industries and Internal Trade (DPIIT), Government of India, or recognized by any State Government or UT Government in India related to Food Sector

And

B) Minimum Net worth of the directors/ promoters of the bidder should be above INR 10 Lakh as on 31 March 2022 (a certificate from Chartered Accountant in support of this should be furnished)

In case Bidder is participating under clause 3.1 (II) as start up only self-certified copy of start-up recognition certificate from DPIIT / State Government and CA certificate certifying the minimum Net worth certificate as on 31 March 2022 needs to be submitted. Annexure – 4, Annexure 4 (A and B) are not required to be submitted by the Start ups participating in the tender

Any Bidder, which has earlier been barred by the Government of Chhattisgarh (GoC), or any PSU /Federation /local body of State Government of Chhattisgarh (SG) from participating in its projects and the bar subsists as on the Bid Due Date, shall not be eligible to submit a Proposal.

## **Section 4 Instructions to Bidders**

### **4. Instructions to bidders**

#### **4.1 General**

1. While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidder must form their own conclusions about the Operation, maintenance, management requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
2. All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by the Authority on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Authority. Any notification of preferred Bidder status by Authority shall not give rise to any enforceable rights by The Bidder. Authority may cancel this RFP at any time, prior to being executed, by or on behalf of Authority.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidder should place no reliance on such communications.
5. The Authority intends to adopt be a single stage bidding process for the selection of the Operator for Operation, Maintenance and Management of Millet Café Outlet. The proposal will be evaluated on the basis of the evaluation criteria set out in the RFP document.
6. Authority with its own initiative or in response to clarifications, requested by any applicant, modify the RFP document, by issuance of addenda / amendment / corrigendum, by uploading the same in its website.
7. The proposal shall remain valid for a period of 180 days from the date of the opening of RFP (Proposal Validity Period). Authority reserves the right to reject any proposal, which does not meet this requirement.
8. Each applicant shall submit maximum of one (1) proposal for the assignment, in response to this RFP document. Any applicant who submits more than one proposal for the assignment shall be disqualified.

#### **4.2 Pre-bid Meeting & Clarifications- Deleted**

#### **4.3 RFP Processing Fees**

The Bidder needs to pay INR 1,000 (One Thousand) for document processing through Demand Draft payable to:

The Managing Director

CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP.

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

FEDERATION LIMITED.

Vandhan Bhawan

Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.

Payable at Raipur, Chhattisgarh.

The demand draft of INR 1000/- should be submitted along with the bid.

4.4 Earnest Money Deposit (EMD)

1. The Bidder has to necessarily submit EMD of INR Ten Thousand (Rs 10,000) through Demand Draft payable to:

The Managing Director

CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP.

FEDERATION LIMITED.

Vandhan Bhawan

Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.

Payable at Raipur, Chhattisgarh.

EMD of all unsuccessful Bidder would be refunded without interest by Authority on finalization of the Operator in all respects by the successful bidder.

2. The EMD may be forfeited:

- I. If a Bidder withdraws its bid during the period of bid validity.
- II. If successful Bidder fails to sign the contract in accordance with this RFP.

4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory authorised for signing and submitting the Proposal as per Annexure 3 mentioned in this RFP.

4.6 Submission of Proposal

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.7 Details of Submissions

- (i) Part I Submission

- a. Covering letter in the format set out in Annexure-1.
- b. General information about the bidder in the format set out in Annexure-2.
- c. Power of Attorney as per Annexure-3, authorizing the signatory of the Proposal to submit

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

the proposal.

- d. Technical Capacity of the Bidder as per Annexure 4, Annexure 4 (A), Annexure 4 (B)
  - e. CA certificate certifying Annual Turnover from eligible projects or CA Certificate Certifying Net worth in case of Start up
  - f. Copy of GST, PAN and Aadhar
  - g. Earnest Money Deposit in the manner described herein
  - h. All other supporting Documents as specified in the above Annexures
  - i. Non refundable processing fee of Rs. 1000/- in the form of a Demand Draft in favour of "Managing Director" Chhattisgarh State Minor Forest Produce Co-operative Federation Limited, of any scheduled bank, payable at Raipur.
- (ii) Part II Submission
- a. Financial proposal in the format as set out in Annexure-7.
  - b. The Financial Proposal shall be quoted as Monthly License Fee which shall be paid by the selected Bidder to the Authority for the First year of operation
- (iii) The Applicant shall seal the Part I Submission and the Part-II Submission separately in two envelopes, duly marking the envelopes as "PART-I SUBMISSION (Technical Bid)" and "PART-II SUBMISSION" These envelopes shall then be sealed in a single outer envelope.
- (iv) The Applicant shall prepare Part I submission in (1) one original in hard copy clearly marked Part I submission.
- (v) The Physical Proposal shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

4.8 Sealing and Marking of Proposal

- I. The Applicant shall seal the original Proposal in separate envelopes, duly marking the envelopes. The envelopes shall then be sealed in a single outer envelope.
- II. Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - a. Name and Address of Applicant
  - b. Contact person and phone numbers
  - c. Name of Project: "Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) outlet on License Basis"
- III. All envelopes shall be addressed to:  
The Managing Director (MD)  
C.G State Minor Forest Produce Fed.  
Van Dhan Bhawan, Sector -24,  
Atal Nagar Nava Raipur,

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

Chhattisgarh

Phone +91 - 91 771 2513100

Fax No.: +91 771 2513111

E-mail: [mfpfed.cg@nic.in](mailto:mfpfed.cg@nic.in)

If any envelope is not sealed and marked as instructed above, Authority. assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of Authority., be rejected.

- iv. The Applicant is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- v. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
  - a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - b. received all such relevant information as it has requested from Authority; and
  - c. Made a complete and careful examination of the various aspects of the Proposal for which the distribution services are to be provided.
  - d. Authority shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

#### 4.9 Proposal Due Date

- I. Proposals should be submitted before 03:00 PM on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- II. Authority. may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

#### 4.10 Opening of Proposals and clarifications

- I. The Managing Director, C.G State Minor Forest Produce Fed., or any officer authorized by him shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation.
- II. Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.  
To facilitate evaluation of Proposals, Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

#### 4.11 RFP validity

The offer submitted by the Bidder should be valid for minimum period of 180 days from the date of opening of RFP

#### 4.12 Modification and Withdrawal of Bids



## Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Authority. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed nor is allowed to submit more than one (1) bid

### 4.13 Failure to agree with Terms and Conditions of the RFP

Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

### 4.14 Conflict of Interest

#### 4.14.1 Conflict of Interest and Disqualification

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:

- i. "the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or"

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Tender of either or each of the other Bidders; or
- vi. Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

14.1 A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial, or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the LOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Successful Bidder or Licensee, as the case may be, after issue of the LOA or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Licensee for the same.

4.14 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a result of a breach of duty on the part of the party receiving such

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

information. It is the express intent of the parties that all the business process and methods used by The Bidder in rendering the services hereunder are the Confidential Information of The Bidder.

- b. The Bidder shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

4.15 Fraud and Corrupt Practices

- a. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such agencies Proposal.
- b. Without prejudice to the rights of the Authority under Clause above and the rights and remedies which the Authority may have under the Lol or the Agreement, if an Bidder or Systems Implementation Agency, 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 practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the Authority during a period of two (2) years from the date such Bidder , as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

"corrupt practice" means:

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

- I. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection 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 Selection Process or the Lol or has dealt with matters concerning the 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 Selection Process); or
- II. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical IT firms of the Authority in relation to any matter concerning the Project;

"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

"Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

"undesirable practice" means

- i. establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing,
- ii. lobbying or in any manner influencing or attempting to influence the Selection Process; or
- iii. having a Conflict of Interest; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **Section 5 – EVALUATION OF BIDS**

### **5. Evaluation of Bids**

#### **5.1 RFP Evaluation Process**

1. Authority will constitute an RFP Evaluation Committee to evaluate the responses of the Bidder.
2. The Proposal Evaluation Committee constituted by the Authority shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
3. The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
4. The RFP Evaluation Committee may ask for meetings with the Bidder to seek clarifications on their proposals.
5. The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **5.2 RFP Evaluation**

As part of the evaluation, all the received bids shall be checked for responsiveness with the requirements of the RFP and the Authority would announce a list of Pre-Qualified bidders after the Pre-Qualification criteria evaluation. Only those bidders who fulfil the pre-qualification criteria/ Technical requirements per the Section - 3 "Minimum eligibility criteria" shall be evaluated further for financial evaluation. Only the Bidders who qualify under the Pre-Qualification Criteria would be eligible for Financial Evaluation (Price Bid Stage). The Authority will not entertain any query or clarification from the Bidder who could not be shortlisted. The pre-qualification would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in the RFP document.
- c. it contains all the information and documents including EMD and processing fee as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. there are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment,  
or

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

- b. which limits in any substantial way, the Authority rights or the Applicant's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

### 5.3 Technical Evaluation

RFP Evaluation Committee will evaluate the Technical Proposals of the Pre-Qualified Bidder as per the section Eligibility Criteria. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

### 5.4 Technical Evaluation Criteria

Bidder complying with all qualification criteria will only be considered technically qualified and their technical bid will be evaluated further. Only those bidders who fulfil the pre-qualification criteria/ Technical requirements per the Section - 3 "Minimum eligibility criteria" shall be evaluated further for Financial Evaluation (Price Bid Stage)

Authority reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of action.

### 5.5 Evaluation of Financial bid

In the second stage, the financial evaluation will be carried as follows.

After the technical evaluation, the Authority shall shortlist qualified Bidders in terms of Section 3 who are eligible for opening of their Financial Proposals as per clause 5.4. A date, time and venue will be notified to all the qualified Bidders for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Technical Selection Process. The bidder who quotes the Highest License Fee shall be declared as the selected Bidder (the "Selected Bidder"). 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.

### 5.6 Award of Contract and Execution of License Agreement

- a. In the event of acceptance of the Proposal of the Selected Bidder with or without negotiations, the Authority shall declare the Selected Bidder as the Successful Bidder. The Authority will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- b. The Successful Bidder shall execute the Agreement within one month of the issue of LoA or

## Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

within such further time as the Authority may agree to in its sole discretion. Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the Authority reserves the right to take any such measures as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process or subsequently giving opportunity to H2 on the H1 rate

- c. After adjusting the EMD, the Selected Bidder shall submit performance security in accordance with the provisions RFP and agreement before executing the License Agreement with the Authority.

### 5.7 Performance Security

- I. Prior to the execution of License Agreement for the Project, the Successful Bidder shall submit Performance Security of INR 1,00,000 (One lakh only) by way of Demand Draft in favour of "The Managing Director, CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP. FEDERATION LIMITED", Payable at Raipur, Chhattisgarh. The said Performance Security should be valid throughout the license period and 120 days thereof. The Performance security shall be returned without interest upon successful completion of the project
- II. In case the Successful Bidder fails to furnish the Performance Security within the Specified time limit the performance security shall be increased by 5% after every fortnight maximum up to two fortnights. In case the Successful Bidder fails to furnish the Performance Security within two such fortnights, the EMD so deposited by the Successful Bidder shall be forfeited, the LOA shall be annulled and Successful Bidder shall have no claim whatsoever in this regard.

### 5.8 License Period

The contract shall be awarded with the validity of 3 years from the date of signing of the License Agreement.

### 5.9 Notification of Award

Prior to expiration of the period of bid validity, the Authority will notify the Bidder in writing, that their bid has been accepted.

## **Section 6 – Key Clauses of the License Agreement**

### **6. Clause I: DEFINITION**

#### **6.1 DEFINITION**

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules; “Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Agreement/Contract” means this agreement, the schedules and annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Agreement Date” means the date of execution of this Agreement;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the Operator under Applicable Laws during the subsistence of this Agreement;

“Approvals” means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Authority/Federation/CGMFPEFED” means Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited

“Bid” means the documents in their entirety comprised in the bid submitted by the Operator in response to the RFP in accordance with the provisions thereof;

“Bid Documents/Tender Documents” means the RFP and the Agreement including its schedules and Annexures;

“Clearance” means, as on the date of execution of this Agreement, any consents, licences, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project;

“Competent Authority” means any agency, authority, department, ministry, public or statutory Person of the Government of Chhattisgarh or Government of India, or any local authority, or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;



## Request for Proposal for Selection of Operator for Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya) on License Basis

“Effective Date” means the date on which possession to the Project Facility is provided to the Operator, as a licensee, with leave and license rights in respect of the Project Facility.

“Financial Year” shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

“Force Majeure” or “Force Majeure Event” shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Project” shall mean and include operation, maintenance and running of Millet Café Outlet at Secretariat (Mantralaya), Nava Raipur on licence for fixed term.

“License period” shall mean as described in clause 6.8 of this agreement

“Licensee Fee” shall mean and include all such charges detailed and described in clause 6.5 of the agreement.

“Termination” means the expiry of the Agreement Period or termination of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

### 6.2 SCOPE OF THE PRESENT AGREEMENT

6.2.1 The parties to the present agreement clarifies that the present agreement is limited to the License for allotted Space at Secretariat (Mantralaya), Naya Raipur for Operating and Managing Millet Based Café Outlet. The present agreement in no manner shall constitute, create or give any right to the Licensee in any of the portions of the property, structures, appurtenance thereon or create any formal business relationship amongst the parties apart from that of a Licensor and Licensee.

6.2.2 It is further clarified that except for right to the use of Licensed Premises as outlined in this Agreement nothing in this Agreement shall constitute or be construed as the acquisition of any ownership interest or assignment of the title, or legal or moral right by Licensee to the Licensed Premises.

### 6.3 PREREQUISITES TO GRANT OF LICENSE

6.3.1 The licensee hereby states and undertakes to have inspected the entire Licensed Premises on offer in the Request for Proposal. The Licensee hereby submits that after having duly inspected the said premises, the Licensee has accepted the premises on “As-is Where-is Basis”.

6.3.2 The Licensee hereby understands that the prerequisite for implementation of the present License agreement and essential to the present contract would be to submit a conceptual plan/ schematic drawing with a lay-out indicating the activities planned in the shops, common facilities, etc. along with the circulation plan, waste collection and disposal mechanism, Tentative menu of millet based food items etc. within 15 days from the issue of Letter of Award and get it approved by the authority.

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

#### 6.4 TERMS AND CONDITIONS OF LICENSE

- I. The licensed space/premises in the said license shall mean space at Secretariat (Mantralaya) allotted for operation, management and maintenance of Millet Café Outlet, Nava Raipur as detailed below.
  - a) Total Built Up Area of Millet Café Outlet at Mantralaya: Approx. 1600 Sq. Ft. (Including Kitchen and Dining Area)
  - b) Space offered on License Basis: as per Annexure 6 and Details of the Bid Documents
- II. The site shall be used only for purpose for which it is allotted and any violation on this account may entail resumption of the site without any compensation to the Licensee.
- III. The operation and maintenance shall be made in a way to ensure smooth and safe operation of all licensed shop as per the provision of License Agreement
- IV. The Licensee shall secure all the required approvals permissions, NOC from the competent authority within one months from the date of execution of License Agreement
- V. The Licensee shall follow all the terms and condition of License Agreement with respect to operation and management of project. This shall include but not limited to:
  - a) Operations of shops as per terms and conditions and scope of work set out in Section 2 of the Bid documents
  - b) Ensure safety and security of shops as per good industry practice.
  - c) Cleaning and management of solid waste generated due to operation of shops.
  - d) Tobacco and Alcoholic products are strictly prohibited in the licensed premises.
  - e) Deployment of staff and its management as per the provision of License Agreement and prevailing laws of Central and State Government
  - f) Licensee shall not be allowed to do any alteration or modification to licensed structure.
  - g) The licensee shall be liable to cure or rectify the structural damage to licensed project at its own cost for any damage to licensed structure due to negligence or fault of licensee in a specified time period decided by Authority.
  - h) Other terms and conditions shall be as per Section 2 of the RFP

#### 6.5 LICENSE FEE

- I. The Licensee agrees and at all times during the license period shall be bound to pay the following fee and charges annually which shall collectively be referred to as "Licensee Fee" as per the clause 6.8 of this agreement. The Licensee shall pay license fee to the authority for exclusive non-transferable license, with the right to maintain and operate licenced shops designated and authorized by the authority to the Licensee.
- II. Apart from all such License Fee the Licensee undertakes to pay all such statutory taxes, municipal taxes, property tax, levies, fees, duties, charges including Luxury Tax, Central Tax, Sales Tax, GST, and all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Licensed Premises/Space.
- III. The Licensee undertakes to pay all the electricity charges and water charges which shall be payable by the Licensee directly to the concerned agencies. In event of any default being committed by Licensee in making such payment of any such taxes, fee or charges and the Licenser being forced to make such payment, the Licensee shall make such payments to Licenser along with penal charges as per clause 6.7 of this agreement
- IV. The Licensee shall make all payment in Indian Currency by Crossed "Account Payee" Cheque/Demand Draft in favour of Managing Director, Chhattisgarh State Minor Forest Produce Co-operative Federation Limited, payable at Raipur/Nava Raipur.

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

#### 6.6 Payment Conditions- License Fee

Year	Payment as % of License Fee	Payment Schedule
1	Accepted License Fee for First Quarter (less the amount of EMD + GST (18 %))	Prior to the execution of License Agreement
2	Rest of the quarterly payment of License Fee to be done in advance for each quarter throughout the duration of License period	15 (Fifteen) days prior to end of current /quarter

#### 6.7 Interest on Delayed Payment

Any sum payable under any of the provisions of this Agreement by Operator to the Authority shall be paid within the stipulated time period, if the same is not paid within the time or with any extension thereon with or without any penalty by Authority allowed for payment thereof, be deemed to be a debt owed by the Operator. Such sum shall until payment thereof carry interest @ 12% per annum, from the due date for payment thereof till the date on which the same is paid to or otherwise realized by Authority.

#### 6.8 License Period

The License shall be effective from the Effective Date as defined above and shall allow the Licensee to use of Licensed Premises for a term of 3 years beginning from Effective Date.

#### 6.9 Termination

- 6.9.1 The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of the section below. In such an occurrence, Authority shall give 30 days written notice of termination (Termination Notice) to the Licensee.
- On breach of any conditions given in the RFP and this agreement.
  - If the Licensee does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as CGMFPFED may have subsequently approved in writing.
  - If the Licensee becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
  - If the Licensee, in the judgment of CGMFPFED has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - If, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
  - If the Licensee submits to CGMFPFED a false statement which has a material effect on the rights, obligations or interests of CGMFPFED.
  - If the Licensee places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority.
  - If the Licensee fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
  - If the Licensee fails to make any payments due to the Authority and more than 60 (Sixty) days have elapsed since such payment became due

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

- x. If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the Licensee.
- xi. The Licensee should operate the Activities on continuous basis throughout the License Agreement period. If the Licensee fails to run the activities for a period of 15 days continuously the authority shall issue a notice to the Licensee and if the Licensee fails to operate the Activities even after one month on receipt of the notice the Authority shall forfeit the Performance Security and terminate the Agreement.

#### 6.9.2 Termination by Mutual Agreement between the Parties

- a. If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.
- b. The decision of termination shall be signed by the Authority Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.

#### 6.9.3 Suspension of Contract

- a. If required by circumstance or on instruction of CGMFPFED in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.
- b. In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.
- c. In case of suspension the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended.

#### 6.10 Dispute Resolution

The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Raipur. Sole arbitrator is appointed by the MD, CGMFP and his decision will be final and binding to all the parties (Authority and Operator)

#### 6.11 Taxes and Duties

Unless and otherwise mentioned in the Agreement, the Operator shall pay all taxes, duties, fee, and other impositions including GST as may be levied under the applicable laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it

#### 6.12 Penalty Clause

The Authority reserves the right to impose penalty as mentioned in table below under following circumstances:

At the First Instance	Rs. 5000.00 and/or Termination
At the second instance	Rs. 10,000.00 and/or Termination
At the third instance	Rs. 20,000.00 and/or Termination
Managing Director, CGMFPFED, Nava Raipur will take the final decision of levying penalty or issuing termination notice upon occurrence of following circumstances	

- a) In the event of the quality of the food being served is found poor or not adhering to the contractual conditions of the agreement
- b) The Food items should compulsorily be served fresh and hot. In the event If this provision is violated
- c) If proper cleanliness is not found during inspection or any complaints are received in this regard

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

- d) The Operator shall be responsible for the proper conduct/behaviour of the employees engaged.  
If the conduct of the employees is not found proper in the mess and any instance of misconduct
- e) Nonservice, poor service adulteration, service of bad quality of food
- f) Complaints of insects and /or foreign object cooked along with food found in any food item
- g) If certain food item was not cooked properly or was found to be stale

### 6.13 General

#### i. No Assignment

The Selected Service Provider shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Authority.

#### ii. Entire Contract

The terms and conditions laid down in the RFP and all annexures there to as also the Proposal and any attachments/annexes, there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### iv. Compliance with Laws

The Selected Operator, during the course of performing the contract, shall comply with the laws in force in India and the State of Chhattisgarh during the duration of the contract.

#### v. Waiver

1. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
2. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
3. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### vi. Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

#### vii. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**Annexure 1- PROPOSAL COVERING LETTER**

(as per Clause 4.7 – (i)(a) of the RFP)

Original (duly signed by Bidder) as part of Technical Proposal

Date:

To,

The Managing Director (MD)  
C.G State Minor Forest Produce Fed.  
Van Dhan Bhawan, Sector -24,  
Atal Nagar Nava Raipur,  
Chhattisgarh  
Phone +91 - 91 771 2513100  
E-mail: mfpfed.cg@nic.in

Dear Sir/Madam,

1. With reference to your Tender document dated ....., I/we, having examined the RFP Documents and understood their contents, hereby submit my/our Tender for the aforesaid Project. The Tender is unconditional and unqualified
2. All information provided in by me/us is/are true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of Authority at any stage, then it may take suitable action against as deemed fit by the Authority. In such case the EMD or BG, if any shall stand forfeited and I/we, will have no claim whatsoever.
3. I/ We acknowledge the right of the Authority to cancel the tender process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India nor on defaulter list of any bank registered in India.
5. I/ We shall make available any additional information it may find necessary or require to supplement or authenticate the Tender.
6. The License Fee has been quoted by me/us (PART II Submission) after taking into consideration all the terms and conditions stated in the Tender
7. Certified that the period of validity of bid is 180 days from the date of opening of RFP
8. I/We agree and undertake to abide by all the terms and conditions of the tender document.

Dated this                      Day of                      2023

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

I, certify that I am ..... of the ....., and  
that

..... who signed the above Bid is authorized to bind the  
corporation by authority of its governing body.

Date

(Seal here)

Enclosure:

1. EMD in the form of DD
2. Covering Letter (Annexure-1)
3. General Information of the Bidder (Annexure – 2)
4. Power of attorney of signing of proposal (Annexure-3)
5. Technical Bid (Annexure-4)
6. Checklist of Documents submitted- Annexure 5
7. Financial Bid (Annexure-7)
8. All supporting document asked in the Eligibility Criteria as per Section 3 and all the Annexures

### **Annexure 2- General Information of the Bidder**

Sl. No.	Particular	Description	Document if any at page no
1.	Name and Address of the Bidder		
2.	Type of Legal Entity (Company, Proprietorship Firm, Partnership Firm), other (Please specify)		
3.	Contact Number		
4.	E-mail:		
5.	Mobile No:		
6.	Name of Authorized Representative (Chief Executive Officer /President /Owner/ Director (Telephone No)		
7.	Year of Establishment		
8.	GST No. (enclose certificate) if applicable		
9.	Income Tax PAN (enclose copy)		
10.	Copy of Memorandum of Association and Article of Association showing objectives of the company/Organization and Registration Certificate/Partnership Deed, as applicable		
11.	Scanned copy of original certificate showing the date of existence/incorporation/registration of the Legal entity		



Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

Yours faithfully

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

Place: Name and seal of the Bidder

**Annexure 3- Power of Attorney for Signing of Proposal**  
(On Non Judicial Stamp Paper)

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of [ \_ ], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for "Operation, Maintenance and Management of Millet Café at Secretariat (Mantralaya), Atal Nagar, Nava Raipur, on License basis," issued by The Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited ( the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

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

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

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

(Signature)

(Name, Title and Address of the Attorney)

Accepted [Notarised]

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

*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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*

ANNEXURE 4

**Annexure 4- TECHNICAL CAPACITY OF THE BIDDER**

(Refer to Section 3, Clause 3.1 (I A) of the RFP)

Name of the Bidder:

Project Number **	Name of Eligible Project	Year of Operations for the Project (Start Date – Ongoing)	Supporting Document Submitted
1			
2			
3			
4			

*\*\* Refer Annexure 4 (A) giving details of individual projects as per project number. Add more rows if necessary, in the above table.*

Enclosures –

1. The names and chronology of Eligible Projects included in Annexure 4 should be in-line with the project wise details submitted in Annexure 4 (A)
2. Self-certified copy of certificate from the client for successful completion of the eligible project (The certificate from the client should clearly set out the name of the project, activities undertaken under the scope of services, and fees per year / value of services per year. Projects without proof of experience shall not be considered for evaluation.)
3. In case the Fee per year / value of services per year from the Project is not set out in the certificate from the Client, the Tenders can submit a certificate from Statutory Auditor indicating the same.

### **Annexure 4 (A)- LIST OF ELIGIBLE PROJECTS**

(Refer to Section 3, Clause 3.1 (I A & I B (a)) of the RFP)

Name of the Bidder: \_\_\_\_\_

Project Number: \_\_\_\_\_

<b>Parameters</b>	<b>Particulars of the Project</b>
Title of the Project	
Category (Eligible Project Category (Business of Hotels, Dhaba's, Catering, Restaurants, Cafés, Takeaways, Canteens)	
Turnover from eligible project (in Rs Lakh): i. FY 2019-20 ii. FY 2020-21 iii. FY 2021-22	
Client (Self/client name)	
Location	
Details and description of eligible project	
Date of Commencement of contract/operation of eligible project	

Yours faithfully,

Date: \_\_\_\_\_ (Signature of the Authorized signatory)

Place: \_\_\_\_\_ (Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

#### **Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Projects in this Form. The projects cited must comply with the eligibility criteria specified in Section 3 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. For a Bidder, the Project numbers would be 1, 2, 3, 4 etc.
3. A separate sheet should be filled for each project.
4. Bidders are required to produce self-certified client certificates/ invoices/Work order / completion certificates/ Govt. issued certificate etc. to substantiate the experience demonstrated. In case bidder

Request for Proposal for Selection of Operator for Operation, Maintenance and Management of  
Millet Café at Secretariat (Mantralaya) on License Basis

being owner of the project license for running the business should be submitted such as shop and establishment license etc.

**Annexure 4 (B)- Financial Capacity of the Bidder**

(Refer to Section 3 clause 3.1 (I.B) of the RFP)

Name of Bidder	Experience (Equivalent Rs. Lakhs)			Average Annual Turnover of last three financial year from eligible projects
	Annual Turnover from Eligible Project as per Section 3 Clause 3.1 (I – B) of the RFP			
	FY 2019-20	FY 2020-21	FY 2021-22	

\*Eligible Project Category (Business of Hotels, Dhaba's, Catering, Restaurants, Cafés, Takeaways, Canteens)

**Mandatory Enclosures**

1. The Bidder shall attach CA certified copies of the balance sheets and Profit and loss statement for 3 (three) years 2019-20, 2020-21 and 2021-22.
2. Auditor's Certificate specifying Average Annual Turnover of the Bidder and from the operation of Eligible Projects as specified in the RFP document.

Yours faithfully,  
(Signature of the Authorized signatory)

Date: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

### **Annexure 5 Checklist of Documents submitted with the Technical Bid**

S.no	Document	Reference Page number
1	Annexure 1- Covering Letter	
2	Annexure 2- General Information about the Bidder	
3	Annexure 3- Power of Attorney authorising the signatory to submit the proposal	
4	Annexure 4- Technical Capacity	
5	CA certificate certifying the Annual Turnover from the eligible projects in the last 3 years ending March 2023 (As per Section 3, Clause 3.1 (I- B)	
6	Copy of audited Balance sheet and Financial Statements for the last three years	
7	In case of start up certificate of registration from DPIIT /State Government	
8	In case of start-up CA certificate certifying Net worth as on 31 March 2022	
9	Scanned copy of Aadhaar Card of Authorised Signatory of the Company and in case of Partnership firm Aadhaar Card of at least two of Partners required, is to be enclosed	
10	GST Certificate (If applicable as per turnover)	
11	PAN Card	
12	Copy of Registration details of the Bidder/organisation	
13	Memorandum of Association and Article of Association (If Applicable)	
14	Copy of partnership deed (if applicable)	
15	CA certified copies of the balance sheets and Profit and loss statement, having UDIN, for 3 (three) Financial Years 2019-20, 2020-21 and 2021-22	
16	Any other relevant document in support of conditions of the RFP	

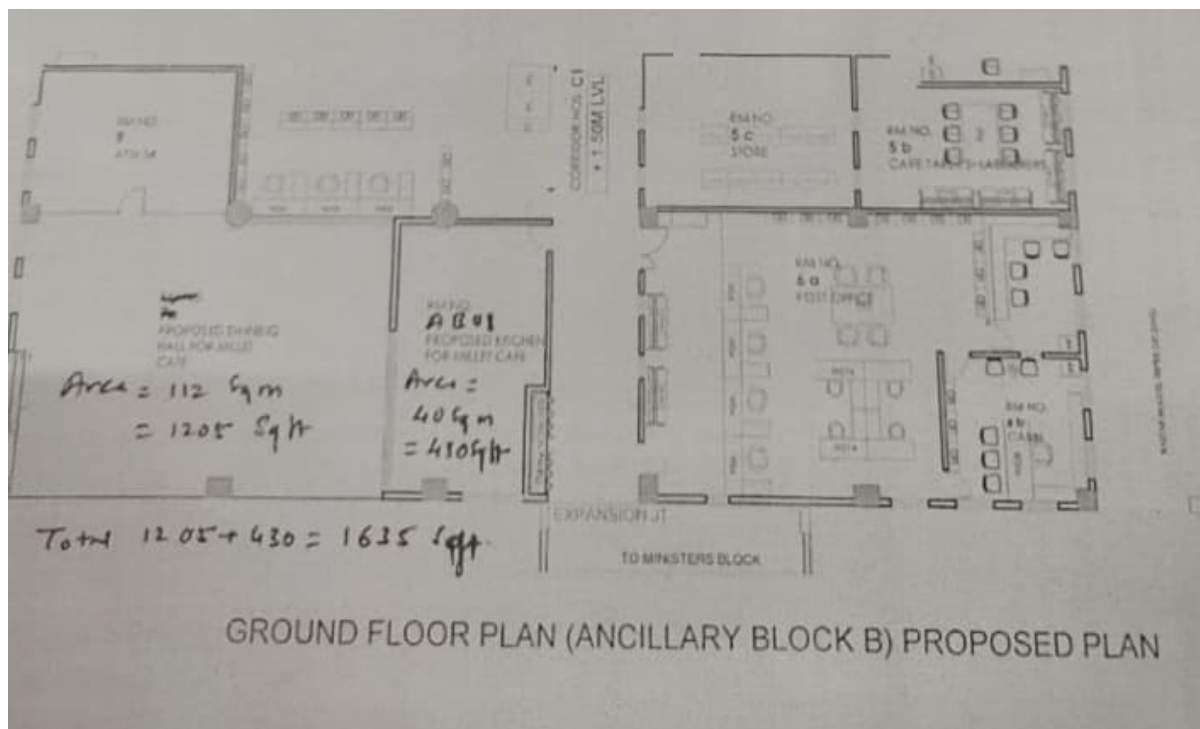


### Annexure 6- Location Map

District	Address of Shop identified for Millet Café Outlet	Approx. Area (In Sq. Ft.)
Raipur	Room No- AB 01 Ground Floor Ancillary Block B Secretariat (Mantralaya), Sector 19, Rakhi-1, Atal Nagar, Nava Raipur, Chhattisgarh Pin- 492101	1600 Sq. ft.

Note: The Project Area is tentative and can be increased or decreased up to 10% at the time of handing over of possession

#### Layout of Proposed Millet Café Outlet at Secretariat (Mantralaya)



## **Part II- Submission Financial Proposal**

### Annexure 7- Financial Proposal

Request for Proposal for Operation, Maintenance and Management of Millet Café outlet at Secretariat  
(Mantralaya), Nava Raipur on license basis

1. I Shri/Smt/Ms\_\_\_\_\_S/D/W/o\_\_\_\_\_duly authorised by  
\_\_\_\_\_ Partnership Firm/ Private / Public Limited Company to  
submit this Tender, here by submit the Tender in the form of the License Fee specified in  
the table below for Allotment of shop for establishing Millet Outlet and its Operation,  
Maintenance and Management at Secretariat (Mantralaya), Nava Raipur for a period of  
Three (3) years only.

Particulars	Total Area of Space offered on license (In Sq. ft.)	Offered Tendered License Fee (In INR/Month)	
		INR In Figure	INR. In Words
Tendered License Fee for Operation, Maintenance and Management Millet Café outlet at Secretariat (Mantralaya)	1600		

\*GST or any other tax applicable shall be borne by the Licensee over and above the  
Annual License Fee quoted above.

2. I/We hereby agree to abide by and fulfil all the terms and conditions of allotment and execution  
of project set forth in the Tender document.

Date:  
Place:

(Signature, name and designation of the Authorised Signatory)  
Name and seal of the Bidder

Yours faithfully,