



Request for Proposal (RFP)

Tender Notice For Leasing Out Space For Cafeteria At Tourist Information Centre, Netarhat, Jharkhand

Ref. no.:- 04 /2023

Ranchi/Dated:- 03 /01/2023



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Ref. No.: 04 /2023

Date : 03/01/2023

TENDER NOTICE

Tender Notice For Leasing Out Space For Cafeteria at Tourist Information Centre, Netarhat, Jharkhand

The Jharkhand Tourism Development Corporation Limited (JTDCL), Government of Jharkhand (GoJ) undertaking intends to invite Request for Proposal (RFP) for Leasing out space for cafeteria at Tourist Information Centre, Netarhat, Jharkhand.

The detailed RFP document can be downloaded from the website <https://tourism.jharkhand.gov.in> and submit their Applications.

The Application Due date is on **24 /01/2023 at 12:00 hours.**

All subsequent notifications, changes and amendments will be posted only on the above website.

**Sd/-
Director**

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1. SECTION I:- INTRODUCTION

Background:

The State of Jharkhand is endowed with immense bio-diversity, moderate climate, rich cultural and historical heritage, religious places of worship and ethnic aspects to make the State the ultimate destination for tourists.

Netarhat hill stations have an average annual footfall of 9 lakhs, which is sky-rocketing with its growing popularity.

2. Sealed tenders are hereby invited, under two bid system (technical & financial bid) for opening a cafeteria in Tourist Information Centre(TIC) building in Netarhat with a sitting capacity of approximately 50 people both indoor and outdoor. The TIC building also have own kitchen and parking facility. The bidder shall be allowed with prior approval to display their brand along with JTDCL signage at the property and minor modifications after approval of PIP by JTDCL for serving the unit as per their brand/franchisee norms. It should be an outlet/franchisee of a well known global/national brand. The bidder should be experienced in running cafeteria.
3. The brand which the bidder is proposing an outlet of should have global / national presence and have outlet(s) in metro cities, tier 1 and tier 2 cities.
4. The tender documents should be submitted only by those parties who possess the valid license from concerned food department and franchisee agreement from the concerned Brand for preparation & serving food items. The intending tenderer should also have valid registration with GST & Income tax authorities. The intending tenderers shall be required to furnish copies of these documents at the time of submission of tender documents.
5. Tender documents can be downloaded from our Directorate of Tourism/DOT website i.e. www.jharkhandtourism.gov.in.
6. Earnest Money **Rs. 1,00,000/- (Rupees One Lakh)** should be in the form of DD drawn in favour of “**Managing Director, Jharkhand Tourism Development Corporation Limited, payable at Ranchi**. The earnest money draft of the winner of the bid will be kept as security deposit by JTDCL. The EMD draft of the unsuccessful bidders will be returned.
7. Tenders not accompanied with Tender fees and Earnest Money Deposit in the prescribed form shall be rejected.
8. JTDCL reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

9. The technical bids of all the parties shall be opened on the due date as mentioned under, in the presence of tenderers those choose to be present and price bids of technically qualified parties shall be opened thereafter on the same day.

10. Schedule of Bidding Process

JTDCL shall endeavor to adhere to the following bidding schedule:

SI No	Event Description	Date
1.	Pre-Bid Queries Submission	11/01/2023 upto 16:00 Hours
2.	Pre-Bid Conference	11/01//2023 by 16:00 Hours online. The link will be uploaded in our website.
3.	Bid Due Date	24/01/2023 by 12:00 Hours
4.	Bid opening Conference	24/01/2023 at 13:00 Hours or thereafter Venue Details: Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001 Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828
5.	Bid Validity period	180 days from the Bid Due Date
6.	Tender/Bid Document Fee	Rs.5900 /- (Rupees Five Thousand Nine Hundred Only) in form of demand draft in favour Managing Director, Jharkhand Tourism Development Corporation Limited payable at Ranchi (Not Refundable).
7.	Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only) in form of Demand Draft in favour of Managing Director, Jharkhand Tourism Development Corporation Limited payable at Ranchi.

SECTION II: INSTRUCTIONS TO TENDERERS

1. GENERAL :

Tenderers are advised to acquaint themselves fully with the location of the building/ space and terms and conditions including all the provisions of the Tender Document before submission of their tender.

2. SITE PARTICULARS

Tenderers are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders.

3. SUBMISSION OF TENDER

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice/Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The tender complete in all respect shall be submitted along with Tender fees and Earnest Money as stipulated in the Notice/Letter Inviting Tender. Tenders without Tender fees and Earnest Money Deposit will be rejected.
- c) Tenders shall be submitted in two separate sealed envelopes in the following manner duly superscribed as below.

ENVELOPE-I TECHNICAL BID (To be submitted in their letter head)

From : Name & address of the Tenderer

Name of Work : **Leasing out space for cafeteria at Tourist Information Complex, Netarhat, Jharkhand.**

Tender No.

Addressed to:

The Managing Director,
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Main Road
Ranchi-834001, Jharkhand.

The following details are required to be submitted in **ENVELOPE-I (i.e. Technical Bid)**.

Earnest Money Deposit in the required form, covering letters, technical submissions, and other information's documents as required.

EMD for **Rs 100000/- (Rs. One Lakh only)** shall be accepted only in the form of Demand Draft drawn on any Nationalized bank in favour of "**Managing Director, Jharkhand Tourism Development Corporation Limited,, payable at Ranchi**". Following criteria is required to be fulfilled by the party so as to be technically qualified:

1. Interested parties should have minimum **5** years experience for running outlets/cafeteria, with a minimum sitting capacity of 30.

2. Average Minimum turnover of the firm in whose name the tender is being applied should be **Rs.1 crore (Rupees One Crore)** in the FY-2017-18, 2018-19, 2019-20, 2020-21 & 2021-22. The tenderer is required to submit copies of audited balance sheet along with the copies of Income tax Return for last five financial years in support.
3. The brand which the bidder is proposing should have minimum 3 outlets or should have global / national presence and have outlet(s) in metro cities, tier 1 and tier 2 cities.
4. The tender documents should be submitted only by those parties who possess the **valid license from concerned food department/ franchisee agreement** for preparation & serving food items. The intending tenderer should also have valid registration with GST & Income tax authorities. The intending tenderers shall be required to furnish copies of these documents at the time of submission of tender documents.

5. ENVELOPE - II (FINANCIAL BID/PRICE BID)

From : Name & address of The tenderer

Name of work : **Leasing out space for cafeteria at Tourist Information Complex, Netarhat, Jharkhand.**

Tender No. :

Addressed to : The Managing Director,
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Main Road
Ranchi-834001, Jharkhand

Envelope- II shall contain the tender document, monthly lease rental offered to be paid by the tenderer in the format enclosed as Annexure-A. It is to be noted that the sealed envelope containing this part shall contain monthly lease rental to be paid by the tenderer. The tenderer may kindly note that no condition, deviations/assumptions/stipulations/clarifications /comments or any other request whatsoever should be submitted with envelope-II. Conditional offers will be rejected.

4. QUALIFYING CRITERIA

SI No.	Criteria	Range	Marks	Total Marks
1	Number of Outlets			30
		International/Global presence	Extra 5 marks	
		Nationally: Outlet in Metro Cities	Extra 5 marks	
		Total number of outlets:		
		4 to 6	5 marks	
		7 to 10	10 marks	
		11 and more	20 marks	
2	Rating	Zomato Rating	Rating(Maximum 5) x 6 marks	30
3	Average Turnover in 5 F.Y.			30
		1 Crore to 3 crores	10 marks	
		4 Crores to 7 crores	20 marks	
		8 Crores and above	30 marks	
Total				90

Bidders having the valid documents and fulfilling the criteria as mentioned above under SI No. 3, will be technically qualified and considered for opening of their financial bid. While evaluating the Bids, weight age of the technical bid and financial bid will be 80:20 respectively.

Bidder scoring **H1** will be declared winner.

5. DEVIATION TO TENDER CLAUSES:

Tenderers are advised to submit the tenders based on the terms and conditions stipulated in the tender documents. Conditional tenders will be summarily rejected.

6. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 180 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 180 days to revoke or cancel their tender or to vary the lease rates given in Tender or any term thereof, without the consent in writing of the management. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of management in writing, JTDCL shall forfeit Earnest money paid by them.

7. ACCEPTANCE/REJECTION OF TENDER

- I) Corporation reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- II) Corporation reserves the absolute right to reject any or all the tender at any time solely based on the past unsatisfactory performance of the bidder(s) .The opinion/decision of JTDCL regarding the same shall be final and conclusive.

8. CORRECTION

No Corrections or overwriting will be entertained in, schedule of rates by using correcting fluid.

- 9 It will be obligatory on the part of the tenderer to sign the tender for all the components & parts. After the space is allotted/ leased out, they will have to enter into a lease agreement for the space allotted/ leased out at their own cost within thirty days from date of issue of LOA.
- 10 In the event of non-execution of lease agreement within 30 days from the date of issue of LOA, allotted space will automatically stand cancelled and earnest money deposited will be forfeited.

SECTION III: TERMS AND CONDITIONS FOR LEASING OUT SPACE FOR RUNNING CAFETERIA:

JTDCL desires to call the tenders for leasing out space for running cafeteria as per following terms & Conditions:

1. No Sub- letting of the space shall be allowed by the successful bidder/ lessee for running the food-court.
2. The successful bidder/lessee shall engage sufficient no. of cafeteria staff, which is considered appropriate for serving the units occupying the premises.
3. The successful bidder/lessee shall be liable to provide tea, coffee, snacks, light refreshment cold drinks, lunch, dinner of good quality.
5. The material used for preparing items shall be of standard quality.
6. The successful bidder/lessee has to ensure that the cafeteria staff serving in the said complex are well mannered and are in proper uniform.
7. The Corporation will provide super built up area measuring 255.70 Sqm (**Carpet area-230.13 Sqm) to the contractor.**
8. The successful bidder/lessee shall ensure that they will provide the best services and shall ensure that no complaint will be received in this regard.
10. The cost of Tender form shall be **Rs.5900/-** which is non-refundable.

11. The successful bidder/lessee shall pay to the Corporation the charges for maintenance and use of the common areas and facilities, as decided by JTDCL from time to time. The maintenance charges includes maintenance of common areas including housekeeping, passage, ways, staircase, lobbies, landscaped areas, cleanliness of toilets and maintenance of public amenities and lighting in common area, painting and civil works, security, plumbing and surface work inside complex, charges for electricity consumption in common areas.
12. The Corporation will provide electricity, to the successful bidder/lessee and charges against the energy consumed shall be borne by the successful bidder/lessee, as per prevailing tariff. The charges for energy consumed from the back-up provided i.e D G set shall be collected on pro-rata basis by the Corporation.
13. The Corporation will provide water facility to the successful bidder/lessee and charges against the water consumed shall be borne by the successful bidder/lessee, as per prevailing tariff.
14. Site/Space will be handed over on as is where is basis and all interior/ maintenance work will be done by the successful tenderer at his own cost. The party shall maintain the areas in neat and tidy manner at all the times.
15. The successful bidder/lessee shall execute a lease agreement on a **non judicial stamp paper** of R100/- within 30 days from the date of issue of allotment letter at it's own cost & get the same duly notarized/ registered as per the prevailing laws.
16. The successful bidder/lessee will ensure that the catering facility is available to the on all days i.e. from Monday to Sunday.
17. If the tender is accepted, the successful bidder shall deposit an amount equivalent to **six months lease rental** (EMD will be adjusted in the Security Deposit amount) as Security Deposit with the JTDCL before contract is awarded. The Security Deposit will not carry any interest and will be refunded by the Corporation on the expiry/termination of contract, but subject to handing over peaceful possession of the premises as it was taken over by him at the time of contract, and normal wear and tear and after adjusting due if any payable by the contractor. In case of non-fulfillment of terms & conditions of the contract, the Corporation reserves the right to cancel the allotment of space and his security deposit will be forfeited.
18. Quarterly lease rental should be paid by 7th. Annual incremental rent will be 10% on the last year's rent.
19. The successful bidder/lessee shall be responsible for the good conduct of the cafeteria staff provided in the complex for the purpose.
20. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non-adherence of the any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the consequences arising out of non adherence by the successful bidder/lessee. The Corporation in no way will be responsible for the same.

21. The successful bidder/ lessee shall take all precaution and safety measures for safety and security of its personnel and The Corporation will not in any way be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
22. The successful bidder/lessee shall remain liable to and shall indemnify the Corporation in respect of causes of action, claims, damages, compensation or cost, charges and expenses incurred by the Corporation arising out of accident or injury sustained by any workman or other person whether in the employment of the Corporation or not while in the Corporation premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the successful bidder/lessee or its staff.
23. The Corporation shall be entitled to terminate this agreement with **90 days** notice and discharge the contract without prejudice to other rights and remedies available to the Corporation because of the nonperformance of any of the clauses of the agreement or if the caterer becomes insolvent or fails and/ or neglects to carry out instructions on its behalf. In case successful bidder/lessee desires to terminate the agreement, they have to give three months of prior notice to the Corporation.
24. Tenders should be accompanied by a Demand Draft/Pay Order of **Rs 1,00,000/-** in favour of **Managing Director, Jharkhand Tourism Development Corporation Limited, payable at Ranchi** on any scheduled Bank towards Earnest Money. Tender without Earnest Money shall be summarily rejected. Earnest money of unsuccessful party shall be refunded within a period of **sixty days** after finalization of tender. The Earnest Money will not carry any interest charges whatsoever. The EMD will be treated as a part of Security Deposit payable by the successful bidder.
25. The successful bidder/lessee will comply with all Acts-Laws and other statutory regulations applicable or may become applicable from time to time in the state of Jharkhand with regard to the contract and discharge of the contract. Successful bidder/ lessee shall be liable for compliance of all Acts and Corporation shall have no liability in this regard, whatsoever.
26. The successful bidder/ lessee will have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/lessee shall be sole responsible for any consequence arising out due to Non compliance of any guidelines of the concerned statutory authority and the Corporation shall be in no way responsible for the same.
27. The personnel's employed by the successful bidder/lessee will be employees of the successful bidder/lessee and the Corporation shall have nothing to do with their employment. Corporation will not be responsible for any injury to the personnel's engaged by the successful bidder/lessee. The Corporation shall have the rights to ask for the removal of any person of the successful bidder/lessee who is not considered to be competent and orderly in the discharge of his duties.

28. No Structural Change is allowed. However, if the successful bidder/lessee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of JTDCL and getting the interior plan approved by JTDCL.
29. After completion of the term, successful bidder/lessee will hand over the premises in the same condition as it was taken over by him. In case, the lease holder has done any changes inside the premises then before handing over it to JTDCL, successful bidder/lessee will have to bring it to its original shape. In the event of bidder not following this clause, JTDCL will undertake the same & expenditure thus incurred will be recovered/ adjusted from lessee.
30. The successful bidder/lessee will have to sign the lease agreement **within a period of 30 days** after issuance of allotment of the space.
31. Housekeeping and maintenance of the common area shall be undertaken by JTDCL. However, the allottee/ Lessee shall be responsible for housekeeping & maintenance of the area allotted to him.
32. The space allotted should be used only for the purpose for which allotment has been made
33. The space will be allotted for a minimum period of 5 years. However if the successful bidder/lessee intends to get the space allotted for more than 5 years, the same can be considered for another term of 5 years, subject to the approval of the Competent Authority of JTDCL on mutually accepted terms & conditions. However final decision of JTDCL shall be binding on the lessee.
34. JTDCL's souvenir shop and Information centre shall also have a designated space inside the premises to provide basic information to the tourists.
35. Signboard/ Hoardings etc. will be displayed by the successful bidder/lessee only at the prescribed location identified by the Corporation.
36. Tenderer has to sign statement of Charges.
37. The Court at Ranchi alone shall have exclusive jurisdiction in respect of any dispute arising out of the agreement/ terms & conditions..

CERTIFICATION FROM TENDERER

I agree with the terms and conditions stated above.

Date:

Place:

(Name & Signature of Tenderer with seal)

NB: The Tenderer shall sign in all pages/papers of the tender being submitted with seal of his office/company.

ANNEXURE-A

Sl No.	Description	Monthly lease rental excluding GST proposed to pay to JTDCL	
		In figures	In words
1	Leasing out space for Running of food court in the premises of JTDCL		
2	GST (As applicable)		
3	Total monthly lease rental with GST		

SIGNATURE OF TENDERER
With Seal & Address