

## **E-bid document**

# **Request for Proposal (RFP) for allotment of milk booths in the Mela area for Kumbh Mela, 2019**

### **Issued by:**

Prayagraj Mela Pradhikaran

Triveni Bhavan, Veni bandh, Daraganj, Prayagraj,

Uttar Pradesh 211006

## **Disclaimer**

This Request for Proposal (RFP) document for allotment of milk booths (MB) in the Mela area for Kumbh Mela, 2019 (hereinafter referred to as the “Tender”) contains information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP document is to provide the Bidders (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their Proposals (hereinafter referred to as the “Proposal/s”).

This RFP is not an agreement and is neither an offer by the Prayagraj Mela Pradhikaran (hereinafter referred to as the “Authority”) to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. The Authority or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

## Contents

<b>1</b>	<b>Data Sheet</b> .....	5
<b>2</b>	<b>Instructions to the Bidders</b> .....	6
2.1	Definitions .....	6
2.2	Language and currency .....	6
2.3	Bidder's responsibility .....	6
2.4	How to apply .....	6
2.5	Application Form .....	6
2.6	Allotment process .....	7
2.7	Proposal validity period and extension .....	7
2.8	Change in the name of Bidder .....	8
<b>3</b>	<b>Terms of reference</b> .....	8
3.1	Particulars .....	8
3.2	Scope of services .....	9
3.3	Payment schedule and timelines .....	10
3.4	Review and monitoring .....	10
3.5	Relocation .....	10
3.6	Service level agreement .....	10
3.7	Assistance by Authority .....	10
<b>4</b>	<b>Eligibility Criteria</b> .....	10
<b>5</b>	<b>General terms and conditions</b> .....	12
5.1	Execution of Lease Deed .....	12
5.2	Period of Lease .....	12
5.3	Lease Rent .....	12
5.4	Construction of the milk booth .....	13
5.5	Possession of land for the milk booth .....	13
5.6	Maintenance .....	13
5.7	Surrender .....	13
5.8	Transfer of milk booth .....	14
5.9	Misuse, Additions, Alterations, etc. ....	14
5.10	Indemnity .....	14
5.11	Liability to pay taxes .....	14
5.12	Cancellation .....	14
5.13	Other Clauses .....	15
<b>6</b>	<b>Annexures - Technical forms</b> .....	16

6.1	Application form .....	16
6.2	Financial information .....	18
6.3	Bidders experience .....	19
6.4	Format for affidavit.....	20
<b>7</b>	<b>Financial proposal .....</b>	<b>21</b>

**1 Data Sheet**

	Head	Details
1.	Date of issue of the RFP document	12-12-2018, 15.00 Hrs (IST)
2.	Last date of submission of Bids	22-12-2018, 14.00 Hrs (IST)
3.	Name, Designation and address of officer in-charge of receiving the Bids	Mela Adhikari Prayagraj Mela Pradhikaran Triveni Bhavan, Veni bandh, Daraganj, Prayagraj, Uttar Pradesh 211006
4.	Allotment method for the scheme	Through H-1
5.	Availability of RFP	Downloadable from the UP tender website <a href="http://etender.up.nic.in">etender.up.nic.in</a> ,
6.	Bid Processing Fee	Non-refundable/non-adjustable fee of INR 500/- (through RTGS only)
7.	Earnest Money Deposit (EMD)	Rs. 2,000/- for each milk booth (through RTGS only)
8.	Period of Lease	The allotment of milk booths will be made on leasehold basis for the period from 30 <sup>th</sup> December 2018 – 5 <sup>th</sup> March 2019.
9.	Schedule of Bidding Process	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	12-12-2018, 15.00 Hrs (IST)
	Bid start date/time	12-12-2018, 15.00 Hrs (IST)
	Proposal Due Date (PDD)	22-12-2018, 14.00 Hrs (IST)
	Opening of the Technical bid	22-12-2018, 16.00 Hrs (IST)
	Opening of the Financial bid	To be communicated
	Issuance of Allotment Letter	To be communicated
	Signing of the Lease Deed	To be communicated
10	Account details	For Bid Processing Fee and EMD Account Holder : PRAYAGRAJ MELA PRADHIKARAN ALLAHABAD Account No: 50434426422 IFSC Code: ALLA0210085 Bank Name: Allahabad Bank, Civil Lines, Prayagraj

## **2 Instructions to the Bidders**

### **2.1 Definitions**

The key definitions for the purpose of this scheme document are as follows:

- a. "Authority" means the Prayagraj Mela Pradhikaran.
- b. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- c. "Allottee" is the person whose application for allotment has been approved by the Allotment Committee.
- d. "Allotment committee" is a committee constituted at the Authority for reviewing the applications received for allotment under the advertised scheme.
- e. "Bidder" is the person/entity who has submitted response to this Tender document.
- f. "Government" means the Government of Uttar Pradesh.
- g. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- h. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- i. "Lessee" is the person/entity who holds the lease of a property or tenant.
- j. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is the Authority.
- k. "Reserve Price" also known as Minimum Bid Amount is the minimum price as determined by the Authority for this scheme and would act as the base price at which the bidding starts.

### **2.2 Language and currency**

- 2.2.1 The document and all related correspondence for this Tender shall be in English. The currency for the purpose of this scheme shall be Indian National Rupee (INR)

### **2.3 Bidder's responsibility**

- 2.3.1 It is deemed that before submitting the application, the Bidder has made complete and careful examination of the following:
  - i. The eligibility criteria and other information/requirements, as set forth in Section 4.
  - ii. All other matters that may affect the Bidder's performance under the terms of this Project including all risks, costs, liabilities and contingencies.
- 2.3.2 The Authority shall not be liable for any mistake or error or neglect by the Bidder.

### **2.4 How to apply**

- 2.4.1 The prescribed Tender document including application form, terms and conditions for allotment of milk booths can be obtained online from the e-tender website [etender.up.nic.in](http://etender.up.nic.in).
- 2.4.2 The application form along with all the documents given in Section 2.5 shall be submitted by the interested Bidder to the Authority.
- 2.4.3 The RTGS for the value equivalent to Bid Processing Fee and EMD shall be submitted to the Authority on the details provided in data sheet above.

### **2.5 Application Form**

- 2.5.1 Following documents duly signed by the Bidder on each page, should be enclosed with the application form (Annexure 6):
- i. Registration documents (as mentioned in section 4).
  - ii. Affidavit of the Bidder certifying that all the statements made in application /annexures are true and correct (as mentioned in section 6.2).
  - iii. Any other information which the Bidder desires to provide.

## **2.6 Allotment process**

- 2.6.1 The Authority will determine whether each Proposal is responsive to the requirements of the Tender document. The Bids shall be considered responsive if:
- i. It is received/ deemed to be received by the due date and time including any extension thereof.
  - ii. It contains all information and documents required in this Tender Document.
  - iii. Information is provided as per the formats specified in the Tender Document.
  - iv. It mentions the validity period as set out in Clause 2.7.
  - v. Bids are accompanied with Bid Processing fee and EMD as given in Data Sheet.
- 2.6.2 The Authority reserves the right to reject any application which is non-responsive and request for alteration, modification, substitution or withdrawal shall not be entertained by the Authority in respect of such Proposal.
- 2.6.3 The Committee constituted by the Authority for the purpose of this Tender, shall open the Bids as per the schedule provided in Data Sheet of this Tender document.
- 2.6.4 Any effort by a Bidder to exert undue or unfair influence in the tendering process shall result in outright rejection of the offer, made by the said Bidder.
- 2.6.5 The milk booths will be allotted to the Bidder proposing the highest Lease Rent (H1).
- 2.6.6 In case more than one bid of the same amount is received against the milk booth, an auction will be conducted amongst these bidders, so as to enhance the highest financial bid quoted.
- 2.6.7 The Bidders cannot withdraw the offer once made or bid once submitted.
- 2.6.8 The Authority may accept or reject any offer, including the highest bid, and the decision in this behalf shall be final and binding on the Bidders.
- 2.6.9 Once the decision has been taken on the selected Bidders by the Authority, an Allotment letter shall be issued by the Authority.
- 2.6.10 The Allotment Letter will specify the milk booth number, area, Lease Rent and other terms and conditions.
- 2.6.11 The Bidder proposing the higher Lease Rent for milk booth in each sector will be given priority while determining the exact location of the milk booth in that sector. However, in case of equal Lease Rent, the milk booths will be allotted as per the process determined by the Authority.

## **2.7 Proposal validity period and extension**

- 2.7.1 Proposals shall remain valid for a period of three (3) months from the Proposal submission date as given in Data Sheet and the Authority may solicit the Bidder's consent for extension of the period of validity, if required. The Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 2.7.2 In exceptional circumstances, prior to expiry of the original Proposal validity period, the Authority may request Bidder to extend the validity period for specified additional period.
- 2.7.3 Bidder, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

## 2.8 Change in the name of Bidder

- 2.8.1 Change in name of Bidder shall not be allowed for any Bidder.

## 3 Terms of reference

The Authority intends to Lease out 25 milk booths (MB) in 4 zones (Table 1) across various sectors for the period from 30<sup>th</sup> December 2018 – 5<sup>th</sup> March 2019 and invites Bids for the same.

Table 1: Description of various zones

S.No.	Zone	Sectors of the Mela area
1	A	Sector 1, 2, 4
2	B	Sector 5, 6
3	C	Sector 14,15,17, 20
4	D	Sector 7,9,10,11,12,13

### 3.1 Particulars

The map of various sectors in the Mela area (map 1) and the specification of milk booths is given below (table 2). The exact location of the milk booth in each sector will be provided in the Allotment Letter/Lease Deed.

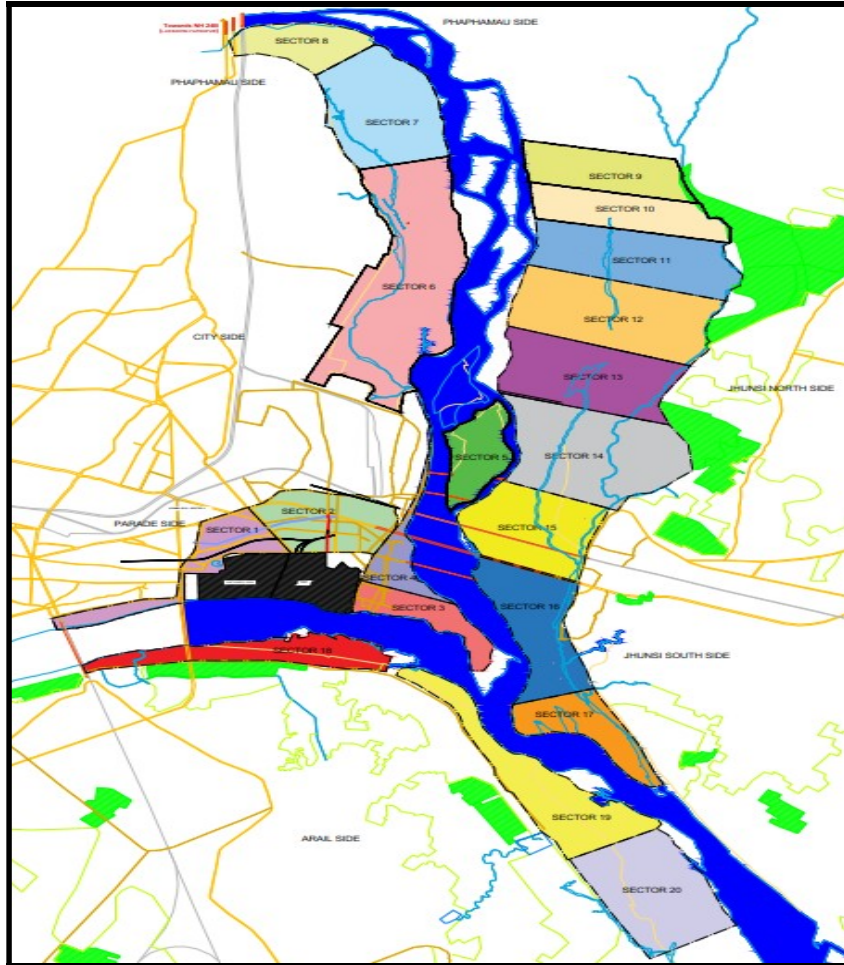
Table 2: Specification of the milk booths

S.No.	Description	Zone	Area (sq. ft.)	Reserve Price (INR)
1	Sector 1:MB 1	A	48	₹ 30,240
2	Sector 2:MB 2	A	48	₹ 30,240
3	Sector 4: MB 3	A	48	₹ 30,240
4	Sector 5: MB 4	B	48	₹ 17,741
5	Sector 5: MB 5	B	48	₹ 17,741
6	Sector 6: MB 6	B	48	₹ 17,741
7	Sector 6: MB 7	B	48	₹ 17,741
8	Sector 7: MB 8	D	48	₹ 5,645
9	Sector 7: MB 9	D	48	₹ 5,645
10	Sector 9: MB 10	D	48	₹ 5,645
11	Sector 9: MB 11	D	48	₹ 5,645
12	Sector 10: MB 12	D	48	₹ 5,645
13	Sector 11: MB 13	D	48	₹ 5,645
14	Sector 12: MB 14	D	48	₹ 5,645
15	Sector 12: MB 15	D	48	₹ 5,645
16	Sector 13: MB 16	D	48	₹ 5,645
17	Sector 13: MB 17	D	48	₹ 5,645
18	Sector 14: MB 18	C	48	₹ 10,534



S.No.	Description	Zone	Area (sq. ft.)	Reserve Price (INR)
19	Sector 14: MB 19	C	48	₹ 10,534
20	Sector 15: MB 20	C	48	₹ 10,534
21	Sector 15: MB 21	C	48	₹ 10,534
22	Sector 17: MB 22	C	48	₹ 10,534
23	Sector 17: MB 23	C	48	₹ 10,534
24	Sector 20: MB 24	C	48	₹ 10,534
25	Sector 20: MB 25	C	48	₹ 10,534

Map 1: Sectors in Mela area



### 3.2 Scope of services

The activities to be performed by the Lessee are:

- i. Make payment to the Authority as per the Lease Rent decided at the time of bidding.
- ii. Setup, operate, maintain and manage the milk booth in the designated space.
- iii. Provide a sitting space for the pilgrims and comply with the parameters mentioned in Section 3.6.
- iv. Ensure setting up of milk booth does not damage any permanent structures in the Mela area.

- v. If required, cooperate with the Authority and shift the milk booth to a designated location within a deadline given by the Authority. Setup the milk booth in the new location and empty the land, allotted through this RFP.
- vi. Cooperate with the Authority for any other requirements which shall be defined at the time of drafting of the Lease Deed.
- vii. The items which can be sold at the milk booth are: milk, ghee, curd, paneer, butter and other dairy products.

### **3.3 Payment schedule and timelines**

- 3.3.1 The Lessee will pay the Authority, before signing of the Lease Deed, the amount decided as part of the bidding process.
- 3.3.2 The Lease Deed will be valid till March 05, 2019 post which, the land will have to be vacated by the Lessee within a maximum of 15 days from the expiry of lease.

### **3.4 Review and monitoring**

- 3.4.1 The Authority or any authorised representative of the Authority will conduct regular inspection of the milk booth. They will inspect the key parameters including, but not limited to, size of the milk booth, commodities sold, basic hygiene and sanitation levels in and around the booth.

### **3.5 Relocation**

- 3.5.1 The Authority reserves the right to relocate the milk booth. The area of the milk booth will remain the same but the location may change.

### **3.6 Service level agreement**

- 3.6.1 The Lessee need to conform to basic hygiene parameters and proper waste management with respect to their milk booth. The Lessee should deploy appropriate methods of cleaning and solid waste management near the milk booth area. The Lessee will install dustbins at appropriate places around the booth and collect the waste.
- 3.6.2 Collection of waste around the area will be the responsibility of the Lessee. Waste in this case includes but is not limited to: used plates and cups, wrappers and other waste.
- 3.6.3 The Lessee shall not encroach upon any area outside the area allotted for the milk booth as per the Lease Deed.
- 3.6.4 No Lessee is allowed to sell any object or commodity in plastic covers. The sale of plastic items is forbidden in the Mela area.
- 3.6.5 The Lessee shall only be allowed to sell vegetarian food.

### **3.7 Assistance by Authority**

The Authority shall not be obliged to provide any form of assistance to Lessee in cases of:

- 3.7.1 Natural disasters such as rains, storms, lightning floods etc.
- 3.7.2 Increase or decrease in the number of visitors/ pilgrims to the booths than expected numbers.
- 3.7.3 Unavailability or increased rates of commodities to be sold.
- 3.7.4 Any other harm that befalls the milk booth.

## **4 Eligibility Criteria**

- 4.1 The Bidder has to meet the following eligibility criteria to qualify as Eligible Bidder for milk booth in Zone A:

#	Basic Requirement	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	The Bidder, should be a legal person, which may be: <ul style="list-style-type: none"> <li>• A Proprietorship; or</li> <li>• A Society; or</li> <li>• A Trust; or</li> <li>• A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or</li> <li>• A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or</li> <li>• A Partnership Firm registered under Partnership Act, 1932.</li> </ul>	Copy of certificate of incorporation and/or registration under the relevant law.
2	Turnover	The Bidder should have minimum annual turnover of INR 15 Crore in each of the last three (3) years (2015-2018)	Audited Financial statements. (Annexure 6.2)
3	Experience	The Bidder should have fifteen (15) years of experience in the milk processing industry.	Registration Certificate and Audited Financial statements. (Annexure 6.2 and 6.3)
4	Blacklisting	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Affidavit by the Bidder on a notarized stamp paper. (Annexure 6.4)

4.2 The Bidder has to meet the following eligibility criteria to qualify as Eligible Bidder for milk booth in Zone B:

#	Basic Requirement	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	The Bidder, should be a legal person, which may be: <ul style="list-style-type: none"> <li>• A Proprietorship; or</li> <li>• A Society; or</li> <li>• A Trust; or</li> <li>• A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or</li> <li>• A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or</li> <li>• A Partnership Firm registered under Partnership Act, 1932.</li> </ul>	Copy of certificate of incorporation and/or registration under the relevant law.
2	Turnover	The Bidder should have minimum annual turnover of INR 10 Crore in each of the last three (3) years (2015-2018).	Audited Financial statements. (Annexure 6.2)
3	Experience	The Bidder should have at least ten (10) years of experience in the milk processing industry.	Registration Certificate and Audited Financial statements. (Annexure 6.2 and 6.3)
4	Blacklisting	The Bidder should not have been barred by the Central	Affidavit by the

	Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Bidder on a notarized stamp paper. (Annexure 6.4)
--	---	--

4.3 The Bidder has to meet the following eligibility criteria to qualify as Eligible Bidder for milk booth in Zone C or Zone D:

#	Basic Requirement	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	The Bidder, should be a legal person, which may be: <ul style="list-style-type: none"> <li>• A Proprietorship; or</li> <li>• A Society; or</li> <li>• A Trust; or</li> <li>• A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or</li> <li>• A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or</li> <li>• A Partnership Firm registered under Partnership Act, 1932.</li> </ul>	Copy of certificate of incorporation and/or registration under the relevant law.
2	Turnover	The Bidder should have minimum annual turnover of INR 5 Crore in each of the last three (3) years (2015-2018).	Audited Financial statements. (Annexure 6.2)
3	Experience	The Bidder should have at least five (5) years of experience in the milk processing industry.	Registration Certificate and Audited Financial statements. (Annexure 6.2 and 6.3)
4	Blacklisting	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Affidavit by the Bidder on a notarized stamp paper. (Annexure 6.4)

## 5 General terms and conditions

### 5.1 Execution of Lease Deed

- 5.1.1 The Allottee is required to execute the Lease Deed and take the physical possession by 30<sup>th</sup> December 2018.
- 5.1.2 In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated time period, the allotment may be cancelled and the entire amount deposited with the Authority would be forfeited.

### 5.2 Period of Lease

- 5.2.1 The period of Lease is until March 5, 2019 as mentioned in the data sheet.

### 5.3 Lease Rent

- 5.3.1 The Allottee/Lessee shall have to pay the Lease Rent upfront (before the time of signing of the Lease Deed) on lump sum basis. The option of payment of Lease Rent in instalments will not be available for the Allottee.
- 5.3.2 In case of non-payment of the above amount within the stipulated time given by the Authority, the Bidder with the next highest quote will be automatically invited for allocation of the milk booth.

**5.4 Construction of the milk booth**

- 5.4.1 The Lessee shall construct a temporary structure after taking possession of the land from the Authority.
- 5.4.2 The Lessee shall commence and complete construction within prescribed time limit from the due date of execution of Lease Deed.

**5.5 Possession of land for the milk booth**

- 5.5.1 Possession of land for the allotted milk booth will be handed over to the Lessee after execution and registration of Lease Deed.
- 5.5.2 Execution and registration of Lease Deed can be done only after 100% Lease Rent has been received by the Authority.
- 5.5.3 For the purpose of payment of Lease Rent and other statutory, possession shall be deemed from the due date of execution of Lease Deed.

**5.6 Maintenance**

- 5.6.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.
- 5.6.2 The Lessee shall have to plan a maintenance programme whereby the entire demised premises shall be kept:
  - a. At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
  - b. And to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- 5.6.3 It is permissible for the Lessee to provide certain amenities (sitting, eating, and drinking) for pilgrims/visitors within the area prescribed for the milk booth.
- 5.6.4 In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose penalty as the Mela Adhikari or the Authorised Officer of the Authority may consider just and/or expedient by explaining or recording the reasons.
- 5.6.5 The Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 5.6.6 The Lessee shall not display or exhibit any advertisement or placard in any part of the exterior wall, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessor.
- 5.6.7 All Lessee would be required to have a display board indicating the commodities sold in the milk booth.
- 5.6.8 Upon inspection, if the milk booth has less or no stock of the commodities it is expected to sell, then the license of such milk booth will be cancelled and they will be removed from the Mela Area.

**5.7 Surrender**

- 5.7.1 The Allottee/Lessee can surrender the premises in favour of the Authority before cancellation. The Authority may permit the surrender of the milk booth, subject to necessary deductions, from the deposits made by the Allottee/Lessee to the Authority as per the prevailing policy of the Authority at the time of surrender.

- 5.7.2 The request for surrender should contain signatures of the Allottee/Lessee.
- 5.7.3 The Allottee has to execute Surrender Deed, if Lease Deed has been executed, then all the original legal documents are to be surrendered unconditionally to the Authority.
- 5.7.4 The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certification will be entertained.

**5.8 Transfer of milk booth**

- 5.8.1 Transfer of milk booth shall not be permitted under any circumstances.
- 5.8.2 Sub-lease of the allotted milk booth is also not permissible. Doing so would result in blacklisting of Lessee and action will be taken by the Authority on such Lessee.

**5.9 Misuse, Additions, Alterations, etc.**

- 5.9.1 The Allottee / Lessee shall not use the milk booth for any purpose other than that for which it has been allotted / leased. The Lessee / Allottee shall not be entitled to divide the milk booth or amalgamate it. The Allottee shall in no situation use the allotted land for any tangible/intangible use (advertising, mortgage, etc.) other than mentioned in this Tender.
- 5.9.2 In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority.

**5.10 Indemnity**

- 5.10.1 The Lessee shall be wholly and solely responsible for the construction of the milk booth and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services.
- 5.10.2 The structure will have to be temporary and no permanent structure must be constructed at the milk booth. The Lessee shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:
  - i. The non-completion of work
  - ii. The quality and validity of development, construction, operations and maintenance.

**5.11 Liability to pay taxes**

- 5.11.1 The Allottee/Lessee will be liable to pay all rates, Goods and Services Tax (GST), charges, user fee and assessment of every description imposed by any Authority empowered in this behalf on the rate quoted by the Bidder, in respect of the milk booth.

**5.12 Cancellation**

- 5.12.1 In addition to the other specific clauses relating to cancellation the Authority/ Lessor as the case may be shall be free to exercise its rights of cancellation of Lease/Allotment in the case of:
  - i. Allotment being obtained through misrepresentations/ suppression of material facts.
  - ii. Any violation of directions issued or rules and regulations framed by the Pollution Control Board, FSSAI or by any other statutory body.
  - iii. Default on the part of the Bidder Allottee/Lessee for breach/violation of terms and conditions of registration Allotment/Lease and / or non-deposit of Allotment money/Acceptance money/ Instalment money.

- 5.12.2 In the event of cancellation, under sub-clause (i) above, the entire deposits till the date of cancellation shall be forfeited and possession of the milk booth will be resumed by the Authority / Lessor with structure thereon, if any, and the Allottee/Lessee will have no right to claim compensation thereof.
- 5.12.3 In the event of cancellation, under sub-clause (ii) & (iii) above, 20% of the Lease Rent shall be forfeited and balance, if any, shall be refunded without any interest.

### **5.13 Other Clauses**

- 5.13.1 The Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, Lease, as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee/Lessee.
- 5.13.2 If due to unavoidable circumstances, the Authority is unable to allot the milk booth, the EMD deposited by Bidder would be refunded. However, no interest on the deposits will be paid to the Bidder.
- 5.13.3 If due to any "Force majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of the allotted milk booth, entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- 5.13.4 In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the Mela Adhikari of the Authority shall be final and binding on the Allottee / Lessee.
- 5.13.5 The Authority will monitor the implementation of the project. Bidders who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 5.13.6 Any dispute between the Lessor and Lessee shall be subject to the territorial jurisdiction of the High Court at Allahabad.
- 5.13.7 The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before submission of application form for allotment.
- 5.13.8 Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.
- 5.13.9 The Lessee shall not be allowed to assign or change his role, otherwise the Lease may be cancelled and entire money deposited shall be forfeited.
- 5.13.10 The Authority in larger public interest has the Authority to take back the possession of the land after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the Mela Adhikari of the Authority shall be final and binding on the Allottee/Lessee in this regard.

## 6 Annexures - Technical forms

### 6.1 Application form

Form Sl. No. \_\_\_\_\_

To

**The Mela Adhikari,  
Prayagraj Mela Authority  
Triveni Bhawan, Veni Bandh  
Daraganj, Prayag, Prayagraj  
Uttar Pradesh**

Self-attested  
photograph of  
authorized  
signatory

**Subject: Application for allotment of milk booth No. \_\_\_\_\_ (insert the milk booth number) \_\_\_\_\_ in Sector No. \_\_\_\_\_ (insert the sector number) and Zone \_\_\_\_\_ (insert the zone) of the Mela area**

Dear Sir / Madam,

We hereby submit our application form for allotment of milk booth in Sector No. \_\_\_\_\_ (insert the Sector number) on an area of \_\_\_\_\_ Sq.ft.

We hereby agree to pay Lease Rent as per payment plan mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- a) RTGS No. \_\_\_\_\_ dt. \_\_\_\_\_ for INR 500/- drawn on \_\_\_\_\_ towards **non-refundable / non-adjustable processing fee.**
- b) RTGS No. \_\_\_\_\_ dt. \_\_\_\_\_ for INR 2,000/- drawn on \_\_\_\_\_ towards **EMD.**
- c) Details along with background of the Bidder submitting the application.
- d) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment of land.-



<b>#</b>	<b>Description</b>	<b>Enclosed "Yes" not Enclosed "No"</b>	<b>Reference (page no.).</b>
1.	Certificate of incorporation/registration		
2.	Turnover Details (Annexure 6.2)		
3.	Experience (Annexure 6.3)		
4.	Affidavit of the Bidder certifying that all the statements made in application/ annexures are true and correct. (Annexure 6.4)		
5.	Other documents as applicable to the eligibility criteria for each entity.		

**Refund Account Details** (For the purpose of refund or registration money of unsuccessful Bidders)

Name of Bank & Branch

\_\_\_\_\_

Bank Account No.

\_\_\_\_\_

IFSC Code:

\_\_\_\_\_

Date \_\_\_\_\_

Address of Bidder \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Signature of Authorized signatory

Stamp of Bidder with name & designation

Signature duly attested by Bank Manager

**6.2 Financial information**

#	Financial Year	Annual Turnover (in INR)
1.		
2.		
3.		
4.		

**Note:** Attach audited financial statements as proof of the above figures.

**6.3 Bidders experience**

#	Year	Description of the Projects
1		
2		
3		

#### 6.4 Format for affidavit

(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by notary public, by the sole Bidder or by Each Member in case of Consortium).

**Subject: Application for allotment of milk booth No. \_\_\_\_\_** *(insert the milk booth number)* **in Sector No. \_\_\_\_\_** *(insert the sector number)* **and Zone \_\_\_\_\_** *(insert the zone)* **of the Mela area**

1. I, the undersigned, do hereby certify that all the statement made in our application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. The undersigned also hereby certifies that they have not been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Authority to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorized signatory

Stamp of Bidder with name

## 7 Financial proposal

To

The Mela Adhikari,  
Prayagraj Mela Pradhikaran,  
Prayagraj

**Subject: Financial proposal for allotment of milk booth No. \_\_\_\_\_ (insert the milk booth number) in Sector No. \_\_\_\_\_ (insert the sector number) \_\_\_\_\_ and Zone \_\_\_\_\_ (insert the zone) of the Mela area**

Dear Sir,

We have read and examined the complete RFP document with the Terms of reference, Instructions to Bidders and General terms and conditions.

We hereby quote the rates in the Bill of Quantities (BOQ) attached with this letter.

The Financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST shall be paid over and above the quoted price.

Our Financial proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

### BOQ

Name of the Bidder/ Bidding Firm / Company:			NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Reserve Price in Rs.	BASIC RATE In Figures (Rs.)	AMOUNT In Words
1	2	3	4	5	6	7	9
1	Sector 1:MB 1	Item1	1.00	nos	₹ 30,240		
2	Sector 2:MB 2	Item2	1.00	nos	₹ 30,240		
3	Sector 4: MB 3	Item3	1.00	nos	₹ 30,240		
4	Sector 5: MB 4	Item4	1.00	nos	₹ 17,741		
5	Sector 5: MB 5	Item5	1.00	nos	₹ 17,741		
6	Sector 6: MB 6	Item6	1.00	nos	₹ 17,741		
7	Sector 6: MB 7	Item7	1.00	nos	₹ 17,741		

Name of the Bidder/ Bidding Firm / Company:			NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	Item Code / Make	Quantity	Units	Reserve Price in Rs.	BASIC RATE In Figures (Rs.)	AMOUNT In Words
1	2	3	4	5	6	7	9
8	Sector 7: MB 8	Item8	1.00	nos	₹ 5,645		
9	Sector 7: MB 9	Item9	1.00	nos	₹ 5,645		
10	Sector 9: MB 10	Item10	1.00	nos	₹ 5,645		
11	Sector 9: MB 11	Item11	1.00	nos	₹ 5,645		
12	Sector 10: MB 12	Item 12	1.00	nos	₹ 5,645		
13	Sector 11: MB 13	Item 13	1.00	nos	₹ 5,645		
14	Sector 12: MB 14	Item 14	1.00	nos	₹ 5,645		
15	Sector 12: MB 15	Item 15	1.00	nos	₹ 5,645		
16	Sector 13: MB 16	Item 16	1.00	nos	₹ 5,645		
17	Sector 13: MB 17	Item 17	1.00	nos	₹ 5,645		
18	Sector 14: MB 18	Item 18	1.00	nos	₹ 10,534		
19	Sector 14: MB 19	Item 19	1.00	nos	₹ 10,534		
20	Sector 15: MB 20	Item 20	1.00	nos	₹ 10,534		
21	Sector 15: MB 21	Item 21	1.00	nos	₹ 10,534		
22	Sector 17: MB 22	Item 22	1.00	nos	₹ 10,534		
23	Sector 17: MB 23	Item 23	1.00	nos	₹ 10,534		
24	Sector 20: MB 24	Item 24	1.00	nos	₹ 10,534		
25	Sector 20: MB 25	Item25	1.00	nos	₹ 10,534		

\_\_\_\_\_  
(Name and signature)

Registration number: \_\_\_\_\_